MISSISSIPPI CODE 1972
Annotated

Legal Forms

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MISSISSIPPI CODE

1972

ANNOTATED

ADOPTED AS THE OFFICIAL CODE OF THE
STATE OF MISSISSIPPI
BY THE
1972 SESSION OF THE LEGISLATURE

MISSISSIPPI
LEGAL FORMS

Compiled by
Watkins & Eager PLLC
Jackson, Mississippi

LEXIS Publishing™

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PUBLISHER'S FOREWORD

Mississippi Legal Forms is a new publication of LEXIS Publishing, and is intended to accompany the *Mississippi Code of 1972 Annotated.* The purpose of *Mississippi Legal Forms* is to assist Mississippi attorneys in the general practice of law, and it is our hope that this volume will prove to be a valuable resource.

We have not attempted to provide a form for every situation that may arise, but to cover some of the more usual situations. Therefore, the materials compiled herein should not be viewed as exhaustive. This work is a general forms book and does not attempt to be the ultimate source in highly technical practice areas. Furthermore, these forms are intended only as samples of prototype documents. Applicable forms, therefore, should be tailored and adapted to the specific needs of the practitioner.

In an effort to provide a format that will be user friendly, this volume has been organized into specific chapters along functional lines so that a particular form will be easier to locate. Additionally, particularly lengthy chapters have been further subdivided by subject matter into parts.

This first edition of *Mississippi Legal Forms* has been compiled and prepared by the lawyers and staff of Watkins & Eager PLLC, Jackson, Mississippi. We wish to add our grateful acknowledgment and appreciation for their work in the compilation of these forms. We also would like to thank the Business Services Division of the Mississippi Secretary of State's Office for the use of their official Corporate Forms and Uniform Commercial Code Forms in this publication.

We welcome your comments and suggestions. You can visit LEXIS Publishing's website at http://www.lexis.com for an online bookstore, technical support, customer support, and other company information. For further information or assistance, please call us toll-free at (800) 542-0957, fax us toll-free at (800) 643-1280, e-mail us at customer.support@bender.com, or write to: Mississippi Code Editor, LEXIS Publishing, P.O. Box 7587, Charlottesville, VA 22906-7587.

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Part 1. Articles of Incorporation and Bylaws.

§ 1-1. Articles of Incorporation — Nonproft Corporation.

ARTICLES OF INCORPORATION

of

____

I, the undersigned incorporator, a natural person above the age of twenty-one (21) years and a resident citizen of the United States of America, for the purpose of forming a nonprofit corporation under the Mississippi Nonprofit Corporation Act, § 79-11-101.*et seq.*, Mississippi Code Annotated (1972), do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is ______________ (the "Corporation").
2. The corporate existence of the Corporation shall begin upon the filing of these Articles of incorporation with the Secretary of State of the State of Mississippi.
3. The period of duration of the Corporation is perpetual.
4. The name of the initial registered agent and the street address of the initial registered office of the Corporation is:

____
____
____

5. The name and address of the incorporator of the Corporation are as follows:

____
____
____

6. Other provisions:

(a) Purposes. The purposes for which the Corporation is created are:

(i) The Corporation is organized exclusively for charitable, religious, literary, scientific and educational purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code. In accordance with such purposes, the Corporation may receive, administer and distribute funds exclusively for charitable, religious, literary, scientific and educational purposes within the meaning of Section 501(c)(3) of the Code, including the making of distributions to organizations that qualify as exempt organizations under said section of the Code and, in conformity with such purposes, the Corporation may hold property or any interest therein without limitation as to amount or value and may dispose of such property or interest therein and may invest, reinvest and deal with such property and income thereof in such manner as, in the judgment of the directors of the Corporation, will promote the purposes of the Corporation subject to such limitations as may be contained in the instrument under which any such property is received by the Corporation, these Articles of Incorporation, the Bylaws of the Corporation, and applicable law; and the Corporation shall do any other act or thing incidental to or connected with the foregoing purposes or in the advancement thereof, but not for the pecuniary profit or financial gain of its directors or officers unless expressly permitted under applicable law.

(ii) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation. No director, officer or other private person shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

(iii) No part of the activities of the Corporation shall include the carrying on of propaganda, or be used to influence legislation as defined in Section 4945 of the Code, and the Corporation shall not participate in, or intervene in (including the publishing and distribution of statements), any political campaign on behalf of any candidate for public office.

(iv) Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or (c) by a nonprofit corporation organized under the laws of the State of Mississippi pursuant to the provisions of the Mississippi Nonprofit Corporation Act, § 79-11-101.*et seq.*, Mississippi Code Annotated (1972).

(b) Powers. The Corporation shall have and exercise all powers necessary to effect and carry out the purposes for which it is organized, provided, however, that notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted by an organization exempt under Section 501(c)(3) of the Code and its regulations as they now exist or as they may be hereafter amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and regulations, as they now exist or as they may be hereafter amended.

(c) Dissolution. Upon the termination, dissolution or winding up of the Corporation, the board of directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all assets of the Corporation to such organization or organizations organized and operated exclusively for charitable, religious, scientific, literary or educational purposes as shall at the time qualify as an exempt organization, or organizations, under Section 501(c)(3) of the Code. Any such property or assets not so disposed of shall be disposed of by the Chancery Court of Hinds County, Mississippi, or other court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine.

(d) Distribution of Income. The Corporation shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code, or corresponding provisions of any subsequent federal tax laws.

(e) Prohibition Against Self-Dealing. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, or corresponding provisions of any subsequent federal tax laws.

(f) Prohibition Against Retention of Excess Business Holdings. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code which would give rise to any liability for the tax imposed on such excess business holdings by Section 4943(a) of the Code or other applicable tax law or under corresponding provisions of any subsequent federal tax laws.

(g) Restrictions on Investments. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code, or corresponding provisions of any subsequent federal tax laws.

(h) Taxable Expenditures Prohibited. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code which would give rise to any liability for tax imposed by Section 4945(a) of the Code, or corresponding provisions of any subsequent federal tax laws.

(i) No Stock or Members. The Corporation shall be organized on a nonstock basis and shall have no members. Except as otherwise provided by law, all corporate powers shall be exercised by, or under the authority of, and the affairs of the Corporation shall be managed under the direction of, the board of directors, who shall have and may exercise all of the powers of the Corporation as permitted by federal law, state law, these Articles of Incorporation and the Bylaws of the Corporation as from time to time in effect.

(j) Initial Board of Directors. The initial board of directors shall be comprised of four individuals. Their names and addresses are as follows:

(k) Election, Appointment or Designation of Directors. The directors of the Corporation (except the initial directors) shall be elected, appointed or designated as provided in the Bylaws of the Corporation or, if no method of designation or appointment is set forth in the Bylaws, the directors (other than the initial directors) shall be elected by the board of directors.

(l) Amendment to Articles of Incorporation. Amendments to these Articles of Incorporation may be made in accordance with the provisions of the laws of the State of Mississippi applicable to nonprofit corporations having no members.

WITNESS THE SIGNATURE of the Incorporator this, the _____ day of __________, 20____.

____
(Name), Incorporator

§ 1-2. Bylaws — Nonprofit Corporation.

BYLAWS OF

____

A Mississippi Nonprofit Corporation

ARTICLE I

NAME, OFFICES AND PURPOSES

1.1. The name of this corporation shall be __________________________.

1.2. The principal office of the corporation shall be located at:

____
____

1.3. Other offices for the transaction of business may be located at such other places as the Board of Directors may, from time to time, determine.

1.4. The corporation is organized and shall be operated exclusively for the purposes set forth in its Articles of Incorporation.

1.5. The initial registered agent of the corporation is _________________.

1.6. The street address of the corporation's initial registered office is the same as the address of its principal office set forth above.

ARTICLE II

CORPORATE GOVERNANCE

2.1. The corporation shall issue no stock.

2.2. The corporation shall have no members.

2.3. All of the corporation's powers shall be exercised by or under the authority of, and the affairs of the corporation shall be managed under the direction of, the Board of Directors.

ARTICLE III

BOARD OF DIRECTORS

3.1. Number, Tenure and Qualifications. The number of directors on the board shall be not less than three (3) nor more than nine (9). The number of directors shall be fixed from time to time by the Board of Directors and the number so fixed shall comprise the entire Board of Directors. Each director shall serve a term of one (1) year. Directors shall be elected annually at the regular annual meeting of the Board of Directors. If the election of the directors shall not be held at such annual meeting, such election shall be held as soon thereafter as is conveniently possible. Each director shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign. Directors need not be residents of the State of Mississippi.

3.2. Vacancies. In the case of any vacancy on the Board of Directors through death, resignation, disqualification or other cause, the remaining Directors, by an affirmative vote of a majority thereof, may elect a successor to hold office until the next meeting for the election of Directors and until the election and qualification of his successor.

3.3. Removal. A director may be removed for cause by a vote of two-thirds (2/3) of all Directors then in office. Such action shall be taken at a regular meeting of the Board of Directors or at a special meeting called for such purpose, and the proposed removal shall be set forth in the notice of any such regular or special meeting, sent at least ten (10) days prior thereto.

3.4. Compensation. Directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other legally permitted capacity and receiving reasonable compensation therefor.

ARTICLE IV

MEETINGS OF DIRECTORS

4.1. Annual Meeting. The annual meeting of the Directors of the corporation shall be held at its office in Jackson, Mississippi, or at such other place within or without the State of Mississippi as may from time to time be selected by the Directors, on the date in each year designated by the Board of Directors, and at the time stated in the notice thereof, for the purpose of electing and appointing

Directors or officers for the ensuing year and for the transaction of such other business as may be properly brought before the meeting.

4.2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such places within or without the State of Mississippi as may from time to time be determined by resolution of the Board, which resolution may authorize the President to fix the specific date and place of each regular meeting, in which case notice of the time and place of such regular meetings shall be given in the manner hereinafter provided.

4.3. Special Meetings. Special meetings of the Directors may be called by the President and shall be called by the President or Secretary at the direction of not less than two (2) Directors then in office, or as may otherwise be provided by law. Such meetings shall be held in the office of the corporation in Jackson, Mississippi, unless otherwise directed by the Board of Directors and stated in the notice of the meeting, in which case the meeting may be held at any place within or without the State of Mississippi. Any request for such meeting shall state the purpose or purposes of the proposed meeting.

4.4. Notice. Notice of the regular annual meeting of the Board of Directors shall be given at least ten (10) days prior thereto by written notice to each Director at his or her address as shown by the records of the corporation. Notice of any special meeting of the Board of Directors shall be given at least two (2) days prior thereto by written notice to each Director at his or her address as shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon pre-paid. If notice is to be given by telegram or by facsimile, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company or delivery of the facsimile is confirmed at its point of origination. Notice of the annual meeting or any special meeting of the Board of Directors may be waived in writing, signed by the person or persons entitled to the notice either before or after the time of the meeting.

The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

4.5. Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business and the action of a majority of the directors present at a meeting at which a quorum is present shall be the action of the Board of Directors except where an action by a majority of the directors then in office may be specifically required by statute or other sections of the bylaws.

4.6 Conduct of Meetings. Meetings of the Directors shall be presided over by the President of the corporation. The Secretary or an Assistant Secretary of the corporation or, in their absence, a person chosen at the meeting, shall act as secretary of the meeting.

4.7 Action by Unanimous Written Consent. If and when the Directors shall unanimously consent in writing to any action taken by the corporation either before or after the action is taken, such action shall be as valid as a corporate action as though it had been authorized at a meeting of the Directors and the written consent or consents shall be filed with the minutes of the proceedings.

4.8 Telephone Conferences. A Director may participate in a meeting of Directors by a conference telephone or similar communication equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

ARTICLE V

DUTIES OF DIRECTORS

5.1 General Powers as to Negotiable Instruments. The Board of Directors shall, from time to time, prescribe the manner of signature or endorsement of checks, drafts, notes, acceptances, bills of exchange, obligations, and other negotiable paper or other instruments for the payment of money and designate the officer or officers, agent or agents, who shall from time to time be authorized to make, sign or endorse the same on behalf of the corporation.

5.2 Powers as to Other Documents. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any conveyance or other instruments in the name of the corporation, and such authority may be general or confined to specific instances. When the execution of any contract, conveyance or other instrument has been authorized without specification of the officers authorized to execute the same, such document may be executed on behalf of the corporation by the President or Vice President, the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer.

5.3 Election of Officers. The Board of Directors shall elect the officers of the corporation and fix their salaries, if any. Such election shall be held at the annual meeting of the Directors. Any officer may be removed at any time by a majority vote of the full Board of Directors. The Board of Directors may appoint, in its discretion, any and all committees for such purposes as the Directors may deem fit and proper.

ARTICLE VI

OFFICERS

6.1. Officers. The officers of this corporation shall be a president, one or more vice presidents, a secretary, a treasurer and such assistant secretaries or other officers as may be elected by the Board of Directors. Officers whose authority and duties are not prescribed in these bylaws shall have the authority to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person except the offices of president and secretary.

6.2. Term of Office. The term of office of all officers shall commence upon their election or appointment and shall continue until the next annual meeting of the corporation and thereafter until their respective successors are chosen or until their resignation or removal. An officer may resign by written notice to the corporation. The resignation shall be effective upon its receipt by the corporation or at a subsequent time specified in the notice of resignation. The directors shall have the power to fill any vacancies in any offices occurring for whatever reason.

6.3. Compensation. The officers of the corporation shall receive such reasonable compensation for their service as may, from time to time, be fixed by the Board of Directors provided that the compensation of any officer who is also a director shall be fixed by a majority of the Board of Directors then in office.

6.4. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

6.5. President. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the Board of Directors, he shall be in charge of the business and affairs of the corporation; he shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which responsibility is assigned to some other person by the Board of Directors; and in general he shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. Except in these instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors, he may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed either under or without the seal of the corporation and either individually or with the secretary and assistant secretary or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as, and to the extent, such authority shall be vested in a different officer or agent of the corporation by the Board of Directors.

6.6. Vice Presidents. The vice presidents designated by the Board of Directors or, lacking such designation, by the president, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties as the Board of Directors shall prescribe.

6.7. Secretary. The secretary shall attend all meetings of the Board of Directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the directors for which notice may be required, and shall perform such other duties as may be prescribed by the directors or by the president, under whose supervision, he shall act. He shall execute with the president all authorized conveyances, contracts or other obligations in the name of the corporation except as otherwise directed by the directors.

6.8. Treasurer. The treasurer shall have custody of the funds and securities of the corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the directors. He shall disburse the funds of the corporation as amy be ordered by the directors, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the directors, or whenever they may require it, an account of all his transactions as treasurer of the corporation. If required by the directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the directors for the faithful performance of the duties of his office and for the restoration to the corporation (in case of his death, resignation, or removal from office) of all books, paper, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

6.9. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and the assistant treasurers respectively (in the order designated by the directors or, lacking such designation, by the president), in the absence of the secretary or treasurer as the case may be, shall perform the duties and exercise the powers of such secretary or treasurer and shall perform such other duties as the directors shall prescribe.

6.10. Other Officers. The Board of Directors may appoint such other officers, agents and employees as they shall deem necessary or expedient, who shall hold their office for such terms and shall execute such powers and perform such duties as shall be determined, from time to time, by the Board of Directors.

6.11. Bonds. The Board of Directors may require any and all of the officers to give bonds to the corporation, with sufficient surety, or sureties, conditioned on the faithful performance of the duties of their respective offices, to pay for the same from the corporation's money and to comply with such other conditions as may, from time to time, be required by the members.

ARTICLE VII

COMMITTEES

7.1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority and act on behalf of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

7.2. Term of Office. Each member of a committee shall continue as such until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.3. Chair. One member of each committee shall be appointed chair.

7.4. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.5. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.6. Rules. Each committee may adopt rules for its own governance not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

8.1. The corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he/she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

8.2. The corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he/she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit, if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

8.3. To the extent that a director, officer, employee or agent of the corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 8.1.and 8.2 of this Article VIII, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

8.4. Any indemnification under Section 8.1.and 8.2 of this Article VIII (unless ordered by a court) shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Sections 8.1.and 8.2 of this Article VIII. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

8.5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article VIII.

8.6. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of disinterested directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.7. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the corporation would have the power to indemnify him/her against such liability under the provisions of this Article VIII.

ARTICLE IX

RESTRICTIONS AND PROHIBITIONS

9.1. Notwithstanding any other provisions contained in these bylaws which might be construed to the contrary, it is expressly herein provided that: (1) no part of the assets, properties or net earnings of this corporation shall inure to the benefit of or be distributable to any of its trustees, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes; (2) no part of the activities of this corporation or of any organization to which it may contribute shall be the carrying on of propaganda, or otherwise attempting to influence legislation; (3) neither this corporation nor any organization to which it may contribute shall participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office; and (4) this corporation shall not participate in, conduct, or carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), or by a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

9.2. (a) The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

(b) The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

(c) The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

(d) The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

(e) The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws.

9.3. Upon the dissolution of this corporation, no part of its funds or properties shall be distributed to, or shall inure to the benefit of any director, officer or other private person, but, after its debts and obligations have been paid or adequate and proper provision made therefor, all of the remaining assets of this corporation shall be distributed in the manner provided for in the Articles of Incorporation.

9.4. Notwithstanding any other provision of law, the Articles of Incorporation or these bylaws, a unanimous affirmative vote of all members of the Board of Directors shall be required (a) for the corporation to commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect); (b) to file a petition to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or (c) take any action for the purposes of effecting any of the foregoing.

ARTICLE X

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

ARTICLE XI

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XII

SEAL

The corporate seal shall have inscribed thereon the name of the corporation and the words "corporate seal 1998."

ARTICLE XIII

AMENDMENTS

The power to alter, amend or repeal the bylaws or adopt new bylaws shall be vested in the Board of Directors. Such action may be taken at a regular or special meeting for which written notices of the purpose shall be given. The bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the Articles of Incorporation.

CERTIFICATE

We, the undersigned President and Secretary of ______________________ ______________________________, do hereby certify that the above and foregoing bylaws for ________________________________, were adopted pursuant to action taken by unanimous consent and agreement of the Board of Directors taken and entered into without a meeting in lieu of an organizational meeting of the Board of Directors of ________________________________, effective

________, 20____, and that the bylaws as hereinabove set forth are in full force and effect, having not been amended, rescinded or repealed.

THIS, the _______ day of __________, 20____.

____
(Name), President

Attest:

____
(Name), Secretary

§ 1-3. Bylaws — Profit Corporation.

BYLAWS OF

____

ARTICLE I

NAME, REGISTERED OFFICE, REGISTERED AGENT AND PRINCIPAL OFFICE

Section 1. Name. The name of this corporation is "________________________ __________________."

Section 2. Registered Office and Registered Agent. The address of the registered office of this corporation is _________. The name of the initial registered agent of this corporation at the registered address is ____________ ____________________. The registered office of this corporation required to be maintained in the State of Mississippi may be, but need not be, identical with the principal place of business in the State of Mississippi and the address of the registered office may be changed from time to time by the Board of Directors.

Section 3. Principal Office. The address of the principal office of the corporation shall be ________________.

ARTICLE II

SEAL AND FISCAL YEAR

Section 1. Seal. The Board of Directors may provide a corporate seal which may be circular in form and bear on its outer edge: __________ and in the center "Corporate Seal." The Board of Directors may change the form of designation on the seal at any time.

Section 2. Fiscal Year. The fiscal year of this corporation shall be fixed by the Board of Directors.

ARTICLE III

SHAREHOLDERS' MEETINGS

Section 1. Place of Meetings. Meetings of the shareholder(s) for any purpose may be held at such time and place within or without the State of Mississippi as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. If no place for the annual shareholders' meeting hereinafter provided for in Section 2 is fixed by the Board of Directors then the annual meeting shall be held at the principal office of the corporation.

Section 2. Annual Meeting. The corporation shall hold an annual meeting of the shareholder(s) at such date and time and at such place as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof. If the Board of Directors does not notice the meeting for a different time and date the annual meeting of the shareholder(s) shall be held on the second Tuesday of April in each year, at 10:00 a.m., at the principal office of the corporation. Provided, however, that whenever such day shall fall upon a legal holiday, the meeting shall be held on the next succeeding business day.

Section 3. Special Meetings. Special meetings of the shareholder(s) may be called by the President, and shall be called by the President or Secretary at the request in writing of the Board of Directors. A special meeting shall be called by the President or Secretary upon the written demand of the holders of at least ten percent (10%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting being signed, dated and delivered to the Secretary of the corporation. A request or a demand for a special meeting shall state the purpose or purposes of the proposed meeting, and business transacted at any special meeting of the shareholder(s) shall be limited to the purposes stated in the notice of the meeting.

Section 4. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 5. Waiver of Notice. Any shareholder entitled to notice of a shareholders' meeting, may execute a written waiver of notice either before or after a shareholders' meeting, and his wavier shall be deemed the equivalent of giving notice. The waiver of notice must be signed by the shareholder entitled to the notice and must be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

Section 6. Closing of Transfer Books. For the purpose of determining shareholder(s) entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholder(s) for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholder(s) entitled to notice of or to vote at a meeting of shareholder(s), such books shall be closed for at least ten (10) days immediately preceding such meeting.

Section 7. Shareholder List. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete record of the shareholders entitled to vote at each meeting of shareholders thereof, arranged in alphabetical order, with the address of and the number of shares held by each. The list must be arranged by voting groups (if such exist) and within each voting group by class or series of shares. The shareholder list must be available for inspection by any shareholder, beginning two business days after notice of the meeting is given for which the list was prepared and continuing through the meeting. The list shall be available at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting is to be held. A shareholder, his agent, or attorney is entitled on written demand to inspect and to copy the list during regular business hours and at his expense, during the period it is available for inspection. The corporation shall maintain the shareholder list in written form or in another form capable of conversion into written form within a reasonable time.

Section 8. Voting. Each shareholder entitled to vote at a meeting may vote at such meeting in person or by proxy. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholder(s). Except as otherwise provided by the Articles of Incorporation, any binding agreement between shareholders or Mississippi law, all corporate action shall be determined by a vote of a majority of the votes cast at a meeting of shareholder(s) by the shareholder(s) of shares entitled to vote thereon.

Section 9. Proxies. Every proxy must be dated and signed by the shareholder or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the executing shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest as defined under Mississippi law.

Section 10. Quorum. Unless otherwise provided by Mississippi law, the presence, in person or by proxy, of the holders of a majority of the outstanding shares entitled to vote shall be necessary to constitute a quorum for the transaction of business at a meeting of shareholder(s). If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholder(s), unless the vote of a greater number is required by Mississippi law.

If a quorum shall not be present or represented at any meeting of the shareholder(s), the shareholder(s) entitled to vote at such meeting, present in person or represented by proxy, shall have the power to adjourn the meeting to a future date at which a quorum shall be present or represented. At such an adjourned meeting where a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally called.

Section 11. Corporation's Acceptance of Votes.

(a) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a shareholder, the corporation if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of such shareholder.

(b) If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its shareholder, the corporation if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder if:

  (1) the shareholder is an entity as defined in the Mississippi Business Corporation Act and the name signed purports to be that of an officer or agent of the entity;

  (2) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

  (3) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests,

evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

(4) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, or proxy appointment;

(5) two or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

(c) The corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

(d) The corporation and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this section are not liable in damages to the shareholder for the consequences of the acceptance or rejection.

(e) Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this section is valid unless a court of competent jurisdiction determines otherwise.

Section 12. Action Taken By Shareholder(s) Without a Meeting. Any action which may be taken or which is required to be taken at a meeting of the shareholder(s) may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholder(s) entitled to vote on the action and delivered to the corporation for inclusion in the minutes or filing with the corporation records. Such consent shall have the same force and effect as a unanimous vote of shareholder(s) and may be stated as such in any articles or documents filed with the Secretary of State for the State of Mississippi or submitted to any other person, entity or agency for any valid corporate purpose.

Section 13. Voting for Directors. Unless otherwise provided in the Articles of Incorporation, any binding agreement between shareholders or Mississippi law, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

Section 14. Shareholder's Rights to Inspect Corporate Records.

(a) Minutes and Accounting Records. The corporation shall keep as permanent records minutes of all meetings of its shareholders and board of directors, a record of all actions taken by the shareholders or board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation. The corporation shall maintain appropriate accounting records.

(b) Absolute Inspection Rights of Records Required at Principal Office. If he gives the corporation written notice of his demand at least five business days before the date on which he wishes to inspect and copy, a shareholder (or his agent or attorney) has the right to inspect and copy, during regular business hours, any of the following records, all of which the corporation is required to keep at its principal office:

(1) its articles or restated articles of incorporation and all amendments to them currently in effect;
(2) its bylaws or restated bylaws and all amendments to them currently in effect;
(3) resolutions adopted by its board of directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
(4) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;
(5) all written communications to shareholders generally within the past three years, including the financial statement furnished for the past three years to the shareholders;
(6) a list of the names and business addresses of its current directors and officers; and,
(7) its most recent annual report delivered to the Secretary of State.

(c) Conditional Inspection Right. In addition, if he gives the corporation a written demand made in good faith and for a proper purpose at least five business days before the date on which he wishes to inspect and copy, he describes with reasonable particularity his purpose and the records he desires to inspect, and the records are directly connected with his purpose, a shareholder of a corporation (or his agent or attorney) is entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, any of the following records of the corporation:

(1) excerpts from minutes of any meeting of the board of directors, records of any action of a committee of the board of directors on behalf of the corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or board of directors without a meeting, to the extent not subject to inspection under paragraph (a) of this section.
(2) accounting records of the corporation; and
(3) the record of shareholders (compiled no earlier than the date of the shareholder's demand).

(d) Copy Costs. The right to copy records includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means. The corporation may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production or reproduction of the records.
(e) Shareholder Includes Beneficial Owner. For purposes of this section, the term "shareholder" shall include a beneficial owner whose shares are hold in a voting trust or by a nominee on his behalf.

Section 15. Financial Statements Shall Be Furnished to the Shareholders.
(a) The corporation shall furnish its shareholders annual financial statements, which may be consolidated or combined statements of the corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of changes in shareholders' equity for the year unless that information appears elsewhere in the financial statements. If financial statements are prepared for the corporation on the basis of generally accepted accounting principles, the annual financial statements for the shareholders also must be prepared on that basis. (b)If the annual financial statements are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a statement of the president or the person responsible for the corporation's accounting records:

(1) stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and
(2) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

(c) A corporation shall mail the annual financial statements to each shareholder within 120 days after the close of each fiscal year. Thereafter, on written request from a shareholder who was not mailed the statements, the corporation shall mail him the latest financial statements.

Section 16. Dissenters' Rights. Each shareholder shall have the right to dissent from and obtain payment for his shares when so authorized by the Mississippi Business Corporation Act, articles of incorporation, these bylaws, or in a resolution of the board of directors.

ARTICLE IV

THE BOARD OF DIRECTORS

Section 1. Number, Qualifications, Term of Office and Duties. The business and affairs of the corporation shall be managed and controlled by the Board of Directors, consisting of one (1) or more persons who may or may not hold shares in the corporation. Each director shall hold office from the date of his election until the next annual shareholder's meeting at which the director is to be elected, or until he is removed. The director shall serve, in any event, until his successor shall be elected and qualified.

Section 2. Manner of Election. The Board of Directors shall be elected at the annual meeting of the shareholder(s) in accordance with the method prescribed by Mississippi law, except that the initial Board of Directors shall be elected by the incorporators of the corporation to serve until their successors are elected and qualified.

Section 3. Vacancies. Unless the Articles of Incorporation provide otherwise, if a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors, the shareholders may fill the vacancy. During such time as the shareholders fail, or are unable to fill such vacancies, then and until the shareholders act:

(1) the board of directors may fill the vacancy; or
(2) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by an affirmative vote of a majority of all the directors remaining in office.

If the vacant office was held by a director elected by a voting group of shareholders, only the holders of the shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

A vacancy that will occur at a specified later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

The term of a director elected to fill a vacancy expires at the next shareholders' meeting at which the directors are elected. However, if his term expires, he shall continue to serve until his successor is elected and qualifies or until there is a decrease in the number of directors.

Section 4. Compensation. Unless otherwise provided in the Articles of Incorporation or resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any capacity and receiving compensation therefor.

Section 5. Removal. At a meeting called expressly for that purpose, the shareholder(s) may remove one or more Directors with or without cause in the manner hereinafter provided. The Director may be removed, with or without cause, by a vote of the holder(s) of a majority of the shares then entitled to vote at an election of the director.

Section 6. Resignation. A director may resign at any time by delivering written notice to the President of the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 7. Action Taken Without A Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by the Directors entitled to vote on the action and included in the minutes or filed with the corporate records reflecting the action taken. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors and may be stated as such in any document filed with the Secretary of State for the State of Mississippi or submitted to any other person, entity or agency for any valid corporate purpose.

ARTICLE V

MEETINGS OF THE BOARD

Section 1. Place of Meeting. The meetings of the Board of Directors may be held at the registered office, principal office of the corporation or at such other place within or without the State of Mississippi that a majority of the Board of Directors may from time to time designate.

Section 2. Annual Meeting. The Board of Directors shall conduct a meeting each year immediately following the annual meeting of the shareholder(s) at the place that such shareholder's meeting has been held, to elect officers and transact other business as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President of the corporation or any one director.

Section 4. Notice Of Meeting. Notice of the annual meeting of the Board of Directors need not be given. Notice of each special meeting, unless waived, including the date, time and place of the meeting and the business to be transacted shall be given to each director at least two (2) days before the meeting. The notice shall be given in such manner as is permitted under Mississippi law.

Section 5. Waiver Of Notice. Any director may waive notice of a special meeting of the Board of Directors either before or after such meeting by signing and delivering a written waiver of notice to the corporation to be filed with the minutes or corporate records. A director's delivery of a signed waiver of notice shall be equivalent to the giving of a required notice. A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to the holding of the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

ARTICLE VI

OFFICERS, AGENTS, AND EMPLOYEES

Section 1. Officers. The officers of the corporation shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer. Other officers, assistant officers, agents and employees that the directors may from time to time deem necessary shall be elected by the Board of Directors or appointed in a manner prescribed by the Board of Directors.

Any two or more offices may be held by the same person, except that one person shall not simultaneously hold the offices of President and Secretary. Officers shall hold office until their successors are chosen and have qualified, unless they are sooner removed from office as provided by these bylaws.

Section 2. Election. Each officer of the corporation shall be elected to serve for a term beginning on the date of his election and ending at the next annual Director's meeting at which officers are elected and shall serve, in any event, until his successor shall be duly elected and qualified. The officers shall be elected annually by the Board of Directors at the regular annual meeting held immediately following the annual meeting of the shareholder(s).

Section 3. Vacancies. When a vacancy occurs in any one of the executive offices by reason of death, resignation or otherwise, it shall be filled by a majority vote of the Board of Directors. The officer so elected shall hold office for the unexpired term of his predecessor and until his successor is duly elected and qualified.

Section 4. Salaries. The Board of Directors shall fix the salaries of the officers of the corporation. The salaries of other agents and employees of the corporation may be fixed by the Board of Directors or by an officer to whom that function has been delegated by the Board.

Section 5. Removal Of Officers And Agents. An officer or agent of the corporation may be removed by the Board of Directors with or without cause. The removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 6. President: Powers And Duties.

(a) The President shall preside at all meetings of the shareholder(s) and the Board of Directors and shall present at each annual meeting of the shareholder(s) and the Board of Directors a report of the condition of the business of the corporation.

(b) He shall cause to be called regular and special meetings of the shareholder(s) and of the Board of Directors in accordance with the requirements of Mississippi law and these bylaws.

(c) He shall appoint, discharge, and fix the compensation of all employees and agents of the corporation other than the duly elected officers, subject to the approval of the Board of Directors.

(d) He may, with approval of the Board of Directors, sign and execute all contracts in the name of the corporation, and all notes, drafts, or other evidences of indebtedness.
(e) He shall sign all certificates representing shares.
(f) He shall cause all books, reports, statements, and certificates to be properly kept and filed as required by law.
(g) He shall enforce these bylaws and perform all the duties incident to his office and which are required by law, and generally, he shall supervise and control the business and affairs of the corporation.

Section 7. Vice President: Powers And Duties. During the absence or incapacity of the President, the Vice President in order of seniority of election shall perform the duties of the President, and when so acting, he shall have all the powers and be subject to all the responsibilities of the office of President and shall perform such duties and functions as the Director may prescribe.

Section 8. Secretary: Powers and Duties.
(a) The Secretary shall record the minutes of the meetings of the Board of Directors and of the shareholder(s) in appropriate books.
(b) He shall attend to the giving of notice of special meetings of the Board of Directors and of all the meetings of the shareholder(s) of the corporation.
(c) He shall be custodian of the records and seal of the corporation and shall affix the seal to the certificates representing shares and other corporate papers when required.
(d) He shall sign all certificates representing shares and affix the corporate seal thereto.
(e) He shall attend to all correspondence and present to the Board of Directors at its meeting all official communications received by him.
(f) He may, with approval of the Board of Directors, sign and execute all contracts in the name of the corporation, and all notes, drafts or other evidences of indebtedness.
(g) He shall perform all the duties incident to the office of Secretary of the corporation.

Section 9. Treasurer: Powers And Duties.
(a) The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the corporation, and shall deposit such funds and securities in the name of the corporation in such banks or safe deposit companies as the Board of Directors may designate.
(b) He shall be authorized to sign, and endorse in the name of the corporation all checks, drafts, notes, and other orders for the payment of

money, and pay out and dispose of such under the direction of the President or the Board of Directors.

(c) He shall keep at the principal office of the corporation accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any director upon application at the office of the corporation during business hours.

(d) He shall render a report of the condition of the finances of the corporation at each regular meeting of the Board of Directors and at such other times as shall be required of him, and he shall make a full financial report at the annual meeting of the shareholder(s).

ARTICLE VII

SHARE CERTIFICATES AND TRANSFER OF SHARES

Section 1. Share Certificates. The share certificates shall be in a form approved by the Board of Directors. Each certificate shall be signed by the President or a Vice President and the Secretary or Treasurer, and may be sealed with the corporate seal. All certificates of stock shall be issued in numerical order.

Section 2. Authorized Shares. The authorized capital stock of the corporation shall be 1,000 shares of common stock having a $1.00 par value. The shares are all of one class as provided by the Articles of Incorporation.

Section 3. Registered Shareholder(s). The corporation shall be entitled to treat the holder of record of shares as a holder in fact and, except as otherwise provided by the laws of the State of Mississippi, shall not be bound to recognize any equitable or other claim to or interest in the share.

Section 4. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of a certificate alleged to have been destroyed or lost if the owner makes an affidavit that it is destroyed or lost. The Board of Directors, in its discretion, may as a condition precedent to issuing the new certificate, require the owner to give the corporation a bond as indemnity against any claim that may be made against the corporation on the certificate allegedly destroyed or lost.

ARTICLE VIII

SPECIAL CORPORATE ACTS

Section 1. Execution Of Written Instruments. Contracts, deeds, documents, and instruments shall be executed by the President or a Vice President and may be attested by the Secretary or Treasurer unless the Board of Directors shall in a particular situation designate another procedure for execution.

Section 2. Signing of Checks And Notes. Checks, notes, drafts and demands for money shall be signed by the officer or officers from time to time designated by the Board of Directors. The Board of Directors may require dual signatures on such instruments.

Section 3. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

ARTICLE IX

INDEMNIFICATION

The corporation shall indemnify every person who was or is a director, officer, employee or agent of the corporation who is or becomes a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals (other than an action, suit or proceeding by or in the right of the corporation or any other proceeding charging improper personal benefit to the director, officer, employee or agent, whether or not involving action in his official capacity, in which such person is adjudged liable on the basis that personal benefit was improperly received by him) against expenses (including attorneys' fees), judgment, decrees, fines, penalties and amounts paid in settlement (before or after suit is commenced) actually and reasonably incurred by the director, officer, employee or agent in connection with such action, suit or proceeding if such person conducted himself in good faith and he reasonably believed that his conduct while acting in an official capacity with the corporation was in the best interests of the corporation and in all other cases that his conduct was at least not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, that such person had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the director, officer or agent did not act in good faith and in a manner which the person, while acting in his official capacity with the corporation, believed was in the best interests of the corporation and in other cases, believed that his conduct was at least not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, that such person had reasonable cause to believe his conduct was unlawful.

ARTICLE X

AMENDMENTS

The power to amend or repeal the bylaws or to adopt new bylaws is vested in the Board of Directors.

ARTICLE XI

DISTRIBUTIONS

The Board of Directors may authorize, and the corporation may make, distributions (including dividends on its outstanding shares) in the manner and upon the terms and conditions provided by law and in the corporation's Articles of Incorporation.

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Secretary of ___________a Mississippi corporation, and do further certify that the above and foregoing are the original Bylaws of __________, unanimous adopted by the Directors of said Corporation as of the ___________ and that the same have not been modified, amended or revoked and remain in full force and effect.

WITNESS MY SIGNATURE effective the _________________ , 20 ___.

____

Secretary

Part 2. Directors and Shareholders.

§ 1-4. Minutes of Actions of Incorporator.

MINUTES OF ACTIONS OF INCORPORATOR OF

____

TAKEN WITHOUT A MEETING IN LIEU OF ORGANIZATIONAL MEETING

Pursuant to Section 79-4-2.05, Mississippi Code Annotated, as amended, the undersigned, comprising the sole incorporator of ________ took the following actions, to-wit:

RESOLVED, that ______________________ is elected to serve as the Director of __________________, until the first annual meeting of the Shareholders or until his successor(s) are duly elected and qualified.

FURTHER RESOLVED, that said Director shall complete the organization of ____________________.

WITNESS THE SIGNATURE of the incorporator as of __________________.

INCORPORATOR:

____

§ 1-5. Minutes of Actions of the Board of Directors (Taken Without a Meeting in Lieu of an Organizational Meeting.

MINUTES OF ACTIONS OF THE BOARD OF DIRECTORS OF ________________________, TAKEN WITHOUT A MEETING IN LIEU OF AN ORGANIZATIONAL MEETING

Pursuant to § 79-11-143, Mississippi Code Annotated (1972), as amended, and other applicable law, the undersigned, comprising all of the directors of ________________________, took the actions hereinafter set forth without a meeting by unanimous consent and agreement, to-wit:

WHEREAS, the Articles of Incorporation for ____________________, were filed with and by the Secretary of State of the State of Mississippi on ______________, 20_____,

IT IS HEREBY:

RESOLVED that the Articles of Incorporation of the corporation be made a part of the permanent records of the corporation.

FURTHER RESOLVED that the Bylaws of the corporation in the form submitted to the directors for review and annexed to these minutes as Exhibit "A" are hereby approved and adopted as the Bylaws of the corporation and such Bylaws are hereby made a permanent part of the records of the corporation.

FURTHER RESOLVED that the following persons are elected to the offices set forth opposite their respective names:

Name:	Office:
____________________	President
____________________	Vice President
____________________	Secretary
____________________	Treasurer
____________________	Assistant Secretary/Assistant Treasurer

Said officers shall serve until the next annual meeting of the Board of Directors at which officers are elected and until their successors are duly elected and qualified.

FURTHER RESOLVED that the corporation shall open an account at ________ __________________________ in Jackson, Mississippi, under the corporate name of ____________________________, and such brokerage firm and/or bank shall be authorized to make payments from the funds of the corporation on deposit on checks duly signed by either ________________________________ in his capacity as President of the corporation or by any other two (2) officers of the corporation. This authority shall continue in full force and effect until written notice of revocation or change thereof, duly signed in the name of the corporation, shall have been delivered to said brokerage firm or bank.

FURTHER RESOLVED that the form of the seal of the corporation stating "________________________________," an impression of which is affixed to these minutes, is hereby approved and adopted as the corporate seal of the corporation.

FURTHER RESOLVED that __________________________ is hereby confirmed, appointed and designated as the registered agent for the corporation in and for the State of Mississippi upon whom all lawful process in any action or proceeding against the corporation in Mississippi may be served.

FURTHER RESOLVED that the registered address of the corporation is hereby confirmed and designated to be __________________________________.

FURTHER RESOLVED that the President and Treasurer be, and they hereby are, authorized and directed to pay all organizational expenses of the corporation out of the funds of the corporation.

FURTHER RESOLVED that all actions taken by ________________________ as sole incorporator of the corporation are hereby approved, ratified and confirmed in all respects, and, to the extent necessary, are hereby adopted as acts of the corporation.

FURTHER RESOLVED that all of the actions provided for herein shall be effective as of ______________________, 20_____, the date of the filing of the Articles of Incorporation of ____________________________, with and by the Secretary of State of the State of Mississippi.

WITNESS THE SIGNATURES of all of the directors of the corporation effective as of said date.

DIRECTORS:

____

____

____

§ 1-6. Minutes of the Board of Directors and Shareholders.

MINUTES OF ACTIONS OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF TAKEN WITHOUT A MEETING

The undersigned, being the sole directors and sole shareholders of ________ ______________________, a Mississippi corporation (the "Corporation"), acting pursuant to § 79-4-7.04 (action without a meeting by shareholders) and § 79-4-8.21 (action without a meeting by directors), Mississippi Code Annotated (Revised 1996), and other applicable law, and the bylaws of the Corporation, jointly took the following described actions, by unanimous agreement, as evidenced by this consent, to-wit:

WHEREAS the directors and shareholders desire to take such actions as are necessary or desirable to approve the liquidation and dissolution of the Corporation.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED that board of directors proposes and recommends to the shareholders of the Corporation that the Corporation liquidate and dissolve pursuant to and in accordance with the Plan of Liquidation and Dissolution annexed hereto as Exhibit A and fully incorporated herein by reference (the "Plan"), which Plan the board of directors hereby approves and adopts, subject to shareholder approval.

FURTHER RESOLVED that the shareholders hereby approve the liquidation and dissolution of the Corporation and approve the recommendation of the board of directors that such liquidation and dissolution shall be carried out pursuant to and in accordance with the Plan which is annexed hereto as Exhibit A, which Plan the shareholders hereby approve and adopt as the Plan of Complete Liquidation and Dissolution of the Corporation.

FURTHER RESOLVED that the effective date of the approval and adoption of the Plan is hereby confirmed to be ________.

FURTHER RESOLVED that the shareholders and directors hereby jointly authorize and direct the officers of the Corporation to take all appropriate and necessary action to carry out the terms of the Plan to complete the liquidation and dissolution of the Corporation.

FURTHER RESOLVED that the actions set forth herein are effective as of __________________ and may be referred to in any document or report as actions of the directors and shareholders of the Corporation taken by unanimous approval.

BOARD OF DIRECTORS:

Date: ______________________ ______________________________

Date: ______________________ ______________________________

SHAREHOLDERS:

Date: ______________________ ______________________________

Date: ______________________ ______________________________

§ 1-7. Informal Action of the Board of Directors.

INFORMAL ACTION OF THE BOARD OF DIRECTORS OF ______________ TAKEN WITHOUT A MEETING

Pursuant to § 79-4-8.21, Mississippi Code Annotated (Action Without Meeting) the Board of Directors of _______________ unanimously adopts the following corporate resolutions and consent in all respects to the following actions:

INFORMAL ACTION IN LIEU OF ANNUAL MEETING

BE IT RESOLVED that this informal action of the Board of Directors is taken in lieu of an annual meeting of the Board of Directors.

APPOINTMENT OF OFFICERS

BE IT RESOLVED that the following individuals are elected to the offices set forth opposite their respective names:

__________ President
__________ Vice President
__________ Secretary
__________ Treasurer

WITNESS THE SIGNATURES of the Directors effective as of _________________.

____

____

____

§ 1-8. Informal Action of the Shareholders.

INFORMAL ACTION OF THE SHAREHOLDERS OF ______________ TAKEN WITHOUT A MEETING

Pursuant to § 79-4-7.04, Mississippi Code Annotated (Action Without Meeting) and Article II, Section 8 (Informal Action by Shareholders) of the Bylaws of ________________________________, the shareholders of __________________, a Mississippi corporation (the "Corporation"), do unanimously adopt the following corporate resolutions and consent in all respects to the following actions:

INFORMAL ACTION OF SHAREHOLDERS IN LIEU OF ANNUAL MEETING

The shareholders desire to conduct herein an informal action of shareholders in lieu of the annual meeting.

NOW, THEREFORE, BE IT RESOLVED that this informal action of shareholders is held in lieu of the annual meeting of shareholders.

APPOINTMENT OF DIRECTORS

BE IT RESOLVED that the following individuals are elected as directors of the Corporation: ________________.

BE IT FURTHER RESOLVED that each director is elected to serve until a successor is elected and qualified.

WITNESS THE SIGNATURES of the shareholders on the following page effective as of the ________.

SHAREHOLDERS:

____
____
____

Part 3. Mergers and Acquisitions.

§ 1-9. Articles of Merger.

The undersigned corporation pursuant to Section 79-4-11.05 of the Mississippi Code of 1972, as amended (the "Code"), hereby executes the following document and sets forth:

FIRST: The name of the first corporation is:

Survivor Corporation, Inc.

SECOND: The name of the second corporation is:

Foreign Corporation, Inc.

THIRD: The future effective date of the merger is 12:01 a.m., ________________, 20_____.

FOURTH: The Plan of Merger ("Plan") between Survivor Corporation, Inc., and Foreign Corporation, Inc., is attached hereto as Exhibit A.

FIFTH: Survivor Corporation, Inc., had __(number of shares)__ shares of Common Stock outstanding and entitled to vote on the Plan. There were no other classes of voting securities of Survivor Corporation, Inc., outstanding. The total number of votes cast FOR the Plan was __(number of votes cast for)__. The total number of votes cast AGAINST the Plan was __(number of votes cast against)__.

SIXTH: Foreign Corporation, Inc., had __(number of shares)__ shares of Common Stock outstanding and entitled to vote on the Plan. There were no other classes of voting securities of Foreign Corporation, Inc., outstanding. The total number of votes cast FOR the Plan was __(number of votes cast for)__. The total number of votes cast AGAINST the Plan was __(number of votes cast against)__.

SEVENTH: The number of shareholder votes cast by the shareholders of both Survivor Corporation, Inc., and Foreign Corporation, Inc., were sufficient for approval by the shareholders of both corporations.

IN WITNESS WHEREOF, these Articles of Merger have been executed by the undersigned on the ________ day of ______, 20______.

SURVIVOR CORPORATION, INC.

BY: ____
(name of president), President

FOREIGN CORPORATION, INC.

BY: ____
(name of president), President

§ 1-10. Agreement and Plan of Merger.

AGREEMENT AND PLAN OF MERGER
of
SURVIVOR CORPORATION, INC.
and FOREIGN CORPORATION, INC.

THIS IS AN AGREEMENT AND PLAN OF MERGER (this "Agreement") by and between Survivor Corporation, Inc., a Mississippi corporation ("SURVIVOR"), and Foreign Corporation, Inc., a Delaware corporation ("FOREIGNCO"). SURVIVOR and FOREIGNCO are hereinafter collectively referred to as the "Constituent Corporations."

RECITALS

WHEREAS, SURVIVOR is a corporation organized and existing under the laws of the State of Mississippi, having been incorporated on (date of incorporation of SURVIVOR), and having authorized capital stock consisting of (number of authorized shares of capital stock) shares of common stock, no par value ("SURVIVOR Common Stock"), of which (number of issued and outstanding shares) shares of SURVIVOR Common Stock are issued and outstanding and the outstanding shares of SURVIVOR Common Stock are entitled to vote on the Merger (as described below); and

WHEREAS, FOREIGNCO is a corporation organized and existing under the laws of the State of (state of incorporation of FOREIGNCO), having been incorporated on (date of incorporation of FOREIGNCO), and having authorized capital stock consisting of (number of authorized shares of capital stock) shares of common stock, par value $0.01 per share (the "FOREIGNCO Common Stock"), (number of issued and outstanding shares) of which shares of FOREIGNCO Common Stock are issued and outstanding and the outstanding share of FOREIGNCO are entitled to vote on the merger (as described below); and

WHEREAS, the respective Boards of Directors of the Constituent Corporations have determined that it is in the best interests of such corporations and the shareholders of SURVIVOR and the shareholders of FOREIGNCO, respectively, to merge FOREIGNCO with and into SURVIVOR, with SURVIVOR to be the surviving corporation (such merger being hereinafter referred to as the "Merger"), and each of such Boards of Directors have authorized, approved and adopted this Agreement and has directed that it be submitted to the shareholders of SURVIVOR and the shareholders of FOREIGNCO, respectively, for approval.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.1. The Merger and Surviving Corporation. At the Effective Time of the Merger (as hereinafter defined), FOREIGNCO shall be merged with and into SURVIVOR, the separate existence of FOREIGNCO shall cease and SURVIVOR (hereinafter sometimes referred to as the "Surviving Corporation") shall be the surviving corporation of the Merger and shall continue to exist by virtue of, and shall be governed by, the laws of the State of Mississippi. The name of the Surviving Corporation shall be "Survivor Corporation, Inc."

Section 1.2. Effective Time of the Merger. The Merger shall be effective upon the later of the filing of a Certificate of Merger with the Secretary of State of the State of (state of incorporation of FOREIGNCO) and Articles of Merger with the Secretary of State of Mississippi (the "Effective Time").

Section 1.3. Effect of Merger. At the Effective Time, FOREIGNCO shall merge with and into SURVIVOR, and the separate existence of FOREIGNCO shall cease. Without limiting any provisions of applicable law of the State of (state of incorporation of FOREIGNCO) or the State of Mississippi, at the Effective Time: (i) the Surviving Corporation shall succeed, without other transfer, to all the assets, rights, powers and property of the Constituent Corporations, and title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; (ii) the Surviving Corporation shall succeed, without other transfer, to all of the debts, liabilities and obligations of the Constituent Corporations as if it had incurred them itself; (iii) any proceeding pending against either of the Constituent Corporations may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for FOREIGNCO; (iv) the Surviving Corporation shall be subject to all actions previously taken by the Boards of Directors of the Constituent Corporations, and shall assume all obligations of FOREIGNCO relating to the indemnification of its officers and directors; (v) the Surviving Corporation shall assume, without any further action, all employee benefit plans of FOREIGNCO, including, but not limited to, all stock option, stock purchase, stock repurchase, deferred compensation, welfare and savings plans, as well all employment and severance agreements, subject, in each case, to the terms and conditions of such plans and agreements. and (vi) all outstanding shares of FOREIGNCO Common Stock shall be canceled.

ARTICLE II

CANCELLATION OF STOCK

Section 2.1. Cancellation of FOREIGNCO Common Stock. At the Effective Time of the Merger, each share of FOREIGNCO Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by FOREIGNCO, the holder of such shares or any other person, be canceled.

ARTICLE III

CHARTER DOCUMENTS; DIRECTORS AND OFFICERS

Section 3.1. Articles of Incorporation. The Articles of Incorporation of SURVIVOR shall be the Articles of Incorporation of the Surviving Corporation.

Section 3.2. Bylaws. The Bylaws of SURVIVOR as in effect at the Effective Time shall continue to be the Bylaws of the Surviving Corporation until amended as provided in said Bylaws.

Section 3.3. Directors. The persons who are serving as the directors of SURVIVOR as of the Effective Time shall be the directors of the Surviving Corporation until changed in accordance with the Bylaws of the Surviving Corporation and applicable law. Directors of the Surviving Corporation shall continue to serve on the committees on which they served prior to the merger. The persons who are serving as the directors of FOREIGNCO as of the Effective Time shall hold no such position with the Surviving Corporation, except insofar as such directors hold such position with SURVIVOR.

Section 3.4. Officers. The persons who are serving as the officers of SURVIVOR as of the Effective Time shall be the officers of the Surviving Corporation until changed in accordance with the Bylaws of the Surviving

Corporation and applicable law. The persons who are serving as the officers of FOREIGNCO as of the Effective Time shall hold no such office with the Surviving Corporation, except insofar as such officers hold such office with SURVIVOR.

ARTICLE IV

CONDITIONS TO CLOSING

Section 4.1. Conditions to Closing. The respective obligations of the Constituent Corporations to consummate the Merger are subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) This Agreement and the Merger shall have been authorized and approved by the shareholders of SURVIVOR, and by SURVIVOR, the sole shareholders of FOREIGNCO, in accordance with the relevant provisions of the (state of incorporation of FOREIGNCO) General Corporation Law (the "(initial cap of state of incorporation of FOREIGNCO) GCL"), the Certificate of Incorporation of FOREIGNCO, the Bylaws of FOREIGNCO, the Mississippi Business Corporation Act, the Articles of Incorporation of SURVIVOR, and the Bylaws of SURVIVOR, as applicable. After such approval and adoption of this Agreement, and the satisfaction of the other conditions set forth herein, all required documents shall be executed, verified, filed, and recorded and all required acts shall be done under the provisions of the applicable statutes of the States of (state of incorporation of FOREIGNCO) and Mississippi in order to accomplish the Merger;

(b) As of the Effective Time, no action, suit or proceeding shall have been instituted or, to the knowledge of the Constituent Corporations, be pending or threatened before any court or other governmental body by any public agency or governmental authority seeking to restrain, enjoin or prohibit the consummation of the transactions contemplated hereby or to seek damages or other relief in connection therewith against any officer or director of either of the Constituent Corporations.

ARTICLE V

AMENDMENT AND TERMINATION

Section 5.1. Amendment. This Agreement may be supplemented or amended in any manner at any time and from time to time prior to the Effective Time by the mutual consent of SURVIVOR and FOREIGNCO without any action by the shareholders of SURVIVOR or the shareholders of FOREIGNCO.

Section 5.2. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by action taken by the Board of Directors of either Constituent Corporation for any reason whatsoever, notwithstanding the approval of this Agreement and the Merger by the shareholders of SURVIVOR or the shareholders of FOREIGNCO, or by both.

ARTICLE VI

FURTHER ASSURANCES

Section 6.1. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances or any other things are necessary or desirable to vest in the Surviving Corporation, in accordance with the terms of this Agreement, the title of any property or rights of FOREIGNCO, or otherwise to carry out this Agreement or the Merger, the last acting officers and directors of FOREIGNCO or the corresponding officers and directors of the Surviving Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, or otherwise to carry out this Agreement or the Merger.

ARTICLE VII

GENERAL

Section 7.1. Registered Office. The address of the registered office of the Surviving Corporation of the Merger in the State of Mississippi shall be (address)__________, Mississippi ________, and (name of registered agent) shall be the registered agent of the Surviving Corporation at such address.

Section 7.2. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Mississippi and, so far as applicable, the merger provisions of the (initial cap of state of incorporation of FOREIGNCO) GCL.

Section 7.3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be executed by their respective officers whose signatures are set forth below, all as of the ______ day of _______, _____.

ATTEST:	SURVIVOR CORPORATION, INC. a Mississippi corporation
BY: ________________________ (name of corporate secretary) Secretary	BY: ____________________________ (name of president of SURVIVOR) President
ATTEST:	FOREIGN CORPORATION, INC. a (state of incorporation of FOREIGNCO) corporation
BY: ______________________ (name of corporate secretary) Secretary	BY:____________________________ (name of present of FOREIGNCO) President

§ 1-11. Written Consent of the Shareholders and Directors.

WRITTEN CONSENT OF THE SHAREHOLDERS AND DIRECTORS OF SURVIVOR CORPORATION, INC.

The undersigned Shareholders and Directors of Survivor Corporation, Inc., a Mississippi corporation (the "Company"), in lieu of a meeting of the Shareholders and Board of Directors of the Company, do hereby adopt, by unanimous written consent, in accordance with Sections 79-4-7.04(a) and 79-4-8.21(a) of the Mississippi Business Corporation Act, as amended (the "MBCA"), the resolutions set forth on "Annex A" hereto, with the same force and effect as if such resolutions were adopted by a vote at a formal meeting duly convened for such purposes pursuant to notice.

This consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one consent.All of the foregoing resolutions shall be deemed adopted simultaneously.

IN WITNESS WHEREOF, the undersigned have executed this consent effective as of ___________.

SHAREHOLDERS:

____
(Name of Shareholder)

____
(Name of Shareholder)

DIRECTORS:

____
(Name of Director)

____
(Name of Director)

____
(Name of Director)

§ 1-12. Survivor Corporation, Inc. — Resolutions of the Shareholders and Board of Directors.

Annex A

SURVIVOR CORPORATION, INC.

Resolutions of the Shareholders and Board of Directors

Merger with Accquired Company, Inc.

WHEREAS, the Shareholder and Board of Directors have determined that it is in the best interests of Survivor Corporation, Inc. (the "Company"), and its shareholders to merge the Company with Foreign Corporation, Inc. (the "Acquired"), in a tax-free merger with the Company continuing as the surviving corporation.

RESOLVED, that the shareholders and Board of Directors hereby approve and ratify the form of Agreement and Plan of Merger by and between the Company and the Acquired with the Company continuing as the surviving corporation, a copy of which is attached hereto as ExhibitA (the "Merger Agreement").

FURTHER RESOLVED, that upon the consummation of the merger, each share of the Target's Common Stock issued and outstanding immediately prior thereto shall be canceled and the Secretary of the Company is hereby authorized and directed to cancel all outstanding Target stock certificates and place them in the corporate record book; and

FURTHER RESOLVED, that as soon as practical, the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Company, to execute and deliver the Merger Agreement and to prepare and file or cause to be filed with the Secretary of State of the State of Mississippi, Articles of Merger thereby consummating the merger; and

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to do or cause to be done all other things and acts, to prepare and cause to be prepared all necessary or appropriate documents, to execute and deliver or cause to be executed and delivered all other instruments, documents and certificates, and to pay or cause to be paid all costs, fees, expenses, commissions and taxes as may be, in their sole judgment necessary, proper or advisable in order to carry out the purposes and intent of the foregoing resolutions, and that all of the acts and deeds of the officers of the Company which are consistent with the purposes and intent of these resolutions shall be and hereby are, in all respects, ratified, confirmed and approved as the acts and deeds of the Company.

§ 1-13. Letter of Intent.

(Date)

(Acquired, Inc.)
(Address)

Gentlemen:

This letter, when executed by (Acquired, Inc.) (the "Company"), will evidence our mutual intent with respect to the proposed acquisition (the "Proposed Acquisition") of substantially all of the Company's assets (the "Assets") by (Purchaser, Inc.) (the "Purchaser").

The matters set forth in SectionI of this letter constitute an expression of our mutual intent only and are contingent on the negotiation, execution, and delivery of a definitive agreement (the "Definitive Agreement") between the Purchaser, on the one hand, and the Company, on the other hand, containing mutually satisfactory terms. The matters set forth in SectionII of this letter, however, constitute binding agreements among the Purchaser and the Company without regard to whether a Definitive Agreement is executed or consummated.

Section I.

The Purchaser and the Company, intend, within twenty (20) business days of the execution of this letter, in good faith to negotiate, execute, and deliver a Definitive Agreement containing the following basic terms and conditions for the Proposed Acquisition:

Transaction Structure and Purchase Price. The Purchaser will agree to acquire the Assets and to assume certain agreed-upon liabilities (collectively, the "Assumed Liabilities") of the Company. Without limiting the foregoing, the Assumed Liabilities will include the Company's trade payables but the Assumed Liabilities will exclude environmental liabilities, existing litigation, pension or other similar liabilities accruing prior the closing of the transactions contemplated by the Definitive Agreement (the "Closing"), taxes payable by the Company as a result of the transactions contemplated by the Definitive Agreement, criminal liabilities, tort and product warranty claims which relate to activities occurring prior to Closing, and material liabilities not disclosed to the Purchaser by the Company. The Company will agree to sell the Assets for an aggregate consideration of $_______ (the "Purchase Price"), in cash. The Purchase Price shall be adjusted by unanimous agreement of the parties to this letter if the Company's average earnings before taxes, reported in accordance with GAAP, for the calendar years (current year, minus 3 years), (current year, minus 2 years) and (current year, minus 1 year) were less than or greater than $______ per year and/or if the Company's projected earnings before taxes, calculated in accordance with GAAP based on reasonable assumptions and on the Company's historic profit margins, for calendar year (current year) are estimated to be less than or greater than $________.

Deposit. Upon execution and subject to the terms of the Definitive Agreement, the Purchaser shall make an earnest money deposit equal to five percent (5%) of the Purchase Price. The deposit shall be refunded if (a) the parties terminate the Definitive Agreement prior to the Closing by unanimous agreement, (b) the Company cannot satisfy the closing conditions applicable to such party or parties under the Definitive Agreement prior to the expiration of the Closing Deadline (as hereinafter defined) or (c) the Purchaser discovers a Material Due Diligence Issue (as hereinafter defined) and elects to terminate the Definitive Agreement as the result thereof. The deposit shall be forfeited if the Purchaser cannot obtain financing satisfactory to the Purchaser prior to the expiration of the Closing Deadline.

Standard Representations, Warranties, and Covenants. The Definitive Agreement shall contain such representations, warranties, covenants, agreements, indemnities from the Company and its shareholders, and conditions as are typical in an agreement of that type and as are satisfactory to the Purchaser, the Company and their respective counsel, including, without limitation, representations and warranties concerning (a) the aging and collectability of the Company's accounts receivables, (b) environmental matters, (c) the Company's potential exposure to retroactive insurance adjustments, (d) the Company's title to the Assets (both real and personal), and (e) the absence of any Material Due Diligence Issue on the Closing Date.

Due Diligence. The Purchaser shall have forty-five (45) days following the parties' execution and delivery of the Definitive Agreement to complete its due diligence investigation of the Company and Holdings. The consummation of the Proposed Acquisition shall be conditioned upon and subject to the Purchaser's successful completion of its due diligence investigation of the Company without the discovery of any "Material Due Diligence Issue". The Definitive Agreement shall define a "Material Due Diligence Issue" as the Purchaser's determination, in its reasonable discretion, that any of the following circumstances exist: (a) the Company's financial statements for the years (current year, minus 3 years), (current year, minus 2 years) and (current year, minus 1 year) do not accurately reflect, in all material respects and in accordance with GAAP, the actual results of the Company's operations and the actual status of the Company's assets and liabilities (b) the Company may have a liability under any federal, state or local environmental law, regulation, order or other governmental mandate which may have a material adverse effect on the Company's financial condition, (c) the Company is exposed to a material litigation related liability which is not adequately insured (d) the Company has received warranty or other similar claims from one or more of its customers which, if resolved unfavorably to the Company, may have a material adverse effect on the Company's financial condition, (e) the Company has a net worth, calculated in accordance with GAAP, of less than $______ as of December 31, (current year, minus 1 year), (f) the Company's projected gross revenues, calculated in accordance with GAAP, for calendar year (current year) are estimated to be less than $______ as supported by firm contracts in existence during the diligence period, (g) the Company's average earnings before taxes, reported in accordance with GAAP, for the calendar years (current year, minus 3 years), (current year, minus 2 years) and (current year, minus 1 year) were less than $______ per year, (h) the Company has any debt to third parties other than trade payables incurred in the ordinary course of the Company's business. The Purchaser may, at its option, terminate the Definitive Agreement if the Purchaser discovers a Material Due diligence Issue during the due diligence period. If the Purchaser conducts a PhaseI environmental assessment of the Company's real estate, and such assessment suggests the advisability of obtaining a PhaseII environmental assessment, the due diligence period shall be extended for so long as is necessary for the Purchaser to obtain and analyze a PhaseII environmental assessment of the real estate involved.

Conditions to Closing. The Definitive Agreement shall be subject to the following waivable conditions to the Purchaser's obligation to consummate the Proposed Acquisition:

(a) all representations and warranties of the Company contained in the Definitive Agreement shall be true and correct on the Closing Date;

(b) the Company shall have a net worth, calculated in accordance with GAAP, of at least $______ on the Closing Date (as hereinafter defined);

(c) the Company's projected gross revenues, calculated in accordance with GAAP, for calendar year (current year) shall be no less than $______ as supported by firm contracts in existence on the Closing Date;

(d) the Company has no debt to third parties on the Closing Date other than trade payables incurred in the ordinary course of the Company's business;

(e) the parties shall have agreed on any adjustments to the Purchase Price required under SectionI, paragraph1 above;

(f) the Purchaser shall be able to acquire substantially all of the Assets including without limitation, (insert description of assets includable);

(g) no material change in the business, financial condition, prospects, assets or operations of the Company shall have occurred since December31, (current year, minus 1 year), and the Company shall not have entered into any contract, agreement or commitment since the date of the Definitive Agreement that is material to its business, in each instance without the Purchaser's prior written consent;

(h) the Purchaser shall not have discovered any Material Due Diligence Issue during the due diligence period;

(i) all claims, demands and potential causes of action, whether known or unknown, at law or in equity, in tort, contract or otherwise, which any shareholder or other related party may have against the Company or any of its agents shall have been completely released and discharged (or shall be released and discharged at Closing);

(j) all parties who are materially and actively involved in the operation of the Company shall have entered into employment agreements with the Purchaser on terms satisfactory to the Purchaser which will include an agreement not to compete with the Purchaser's business and not to solicit any of the Purchaser's customers or potential customers for a period of five (5) years following termination of each such party's employment with the Purchaser, if permitted by applicable law, or, if a longer noncompetition period is prohibited by applicable law, for a period of at least two (2) years following termination of each such party's employment with the Purchaser;

(k) the Company's audited financial statements for (current year, minus 3 years), (current year, minus 2 years) and (current year, minus 1 year) shall be true and correct in all material respects;

(l) the parties shall have obtained all necessary consents and approvals of governmental bodies, lenders, lessors and other third parties and shall have complied with the Hart-Scott-Rodino Antitrust Improvements Act, if necessary;

(m) there shall exist no pending or threatened litigation regarding the Definitive Agreement or the transactions to be contemplated thereby or other litigation or claims which, if determined adversely to the Company, could have a material adverse effect on the Company's financial condition or business operations;

(n) all parties shall deliver customary legal opinions, closing certificates and other documentation;

(o) the Purchaser shall have obtained financing for the acquisition of the Assets and operation of the Company's business after the Closing, satisfactory to the Purchaser in its sole discretion;

(p) The Purchaser shall have received title insurance policies and related surveys, each in form and substance satisfactory to the Purchaser, insuring title to all of the Company's real estate, for the fair market value thereof; and

(q) each party shall have received all requisite board and shareholder approvals for the transaction.

Section II.

To induce each of the parties to this letter to negotiate the Proposed Acquisition in good faith, the Purchaser and the Company, intending to be legally bound, agree as follows:

Non-Binding Provisions Not Enforceable. The non-binding provisions in SectionI of this letter do not create or constitute any legally binding obligations among the parties hereto, and no party shall have any liability to the other parties with respect to such non-binding provisions until the Definitive Agreement, if no one is successfully negotiated, is executed and delivered by and among all parties.

Closing Date and Permitted Terminations. The Closing shall occur on a mutually satisfactory date (the "Closing Date") on or before (date for closing deadline) (the "Closing Deadline"); provided, however, that the Closing Deadline shall be extended by one day for each day that the due diligence period under SectionI, paragraph4 above is extended. At any time prior to Closing, the parties may by unanimous agreement terminate the Definitive Agreement or, if the Definitive Agreement has not been signed, the negotiation of the Definitive Agreement. Prior to Closing, a party may also terminate the Definitive Agreement as provided therein. If the Definitive Agreement is not execute by all parties to this letter within twenty (20) business days of the parties' execution of this letter, any party may, by written notice to the other party, unilaterally terminate the negotiation of the Definitive Agreement. If the Closing does not occur on or before the Closing Deadline, any party may, by written notice to the other party, unilaterally terminate the Definitive Agreement or, if the Definitive Agreement has not been signed, terminate the negotiation of the Definitive Agreement. Any termination allowed under this paragraph shall be referred to as a "Permitted Termination". A Permitted Termination shall not release any party from its obligations under Section II of this letter.

Conduct of Business. Until the Definitive Agreement has been duly executed and delivered by all of the parties or a Permitted Termination occurs, the Company shall conduct its businesses only in the ordinary course, and not engage in any extraordinary transactions without the Purchaser's prior written consent, including:

(a) not disposing of any of the Assets, except in the ordinary course of business;
(b) not materially increasing the annual level of compensation of any employee of the Company and not increasing at all the annual level of compensation of any employee whose annual compensation currently exceeds $75,000, and not granting any unusual or extraordinary bonuses, benefits or other forms of direct or indirect compensation to any employee, officer, director or consultant, except in amounts in keeping with past practices by formulas or otherwise;
(c) not increasing, terminating, amending or otherwise modifying any regulated plan for the benefit of employees;
(d) not issuing any equity securities or options, warrants, rights or convertible securities;
(e) not paying any dividends, redeeming any securities, or otherwise causing assets of the Company to be distributed to any of its shareholders except by way of compensation to employees who are also shareholders within the limitations set forth in paragraph 3(b) above; and
(f) not borrowing any funds, under existing credit lines or otherwise, except as reasonably necessary for the ordinary operation of the Company's business in a manner, and in amounts, in keeping with historical practices.

Access for Due Diligence. Prior to Closing or a Permitted Termination, the Company shall give the Purchaser and its representatives, during normal business hours and upon reasonable notice to the Company, full access to all of the historical records, properties and personnel of the Company relating to the operation of the Company's businesses. During such period, the Company shall furnish the Purchaser and its representatives with all information the Purchaser or its representatives may reasonably request and the Company shall cause its respective employees, accountants and attorneys to cooperate fully with the Purchaser and its representatives in connection with the review and examination and to make full disclosure to the Purchaser and its representatives of such information and all other material facts affecting the Company's operations.

Expenses. The Purchaser and the Company shall pay such party's own expenses incurred in connection with the Proposed Acquisition including, without limitation, the cost of negotiating the Definitive Agreement and any ancillary documentation.

Exclusive Dealing. Prior to Closing or a Permitted Termination, the Company shall not, directly or indirectly, solicit, initiate or encourage inquiries or proposals from any party other than the Purchaser (each, a "Third Party") with respect to, or furnish any information to any third Party relating to, or participate in any negotiations or discussions with any Third Party concerning, any acquisition or purchase of all or a substantial portion of the Company's capital stock, any acquisition or purchase of all or a substantial portion of the Company's assets, or any merger, consolidation or business combination with the Company.

Confidentiality. The Purchaser and the Company shall not, and shall direct their respective officers, directors, employees, agents, representatives, accountants, affiliates, attorneys, financial advisors, lenders and others associated with each entity or person not to, disclose to any third party the existence, status or terms of any discussions, negotiations or agreements between the Purchaser and the Company concerning a possible purchase and sale of the Assets including, without limitation, any offer, letter of intent, proposal, price, values or valuation or any similar terms, agreements or understandings, except for such disclosure as is required by applicable law, in which case the party required to make such disclosure shall give prompt notice to the other party of such requirement. Upon the request of any party hereto, the parties shall negotiate and enter into a separate confidentiality agreement for the purpose of providing reasonable protections to any non-public information with which the Purchaser may obtain from the Company during the Purchaser's due diligence investigation.

Drafting of the Definitive Agreement. The Purchaser and its counsel shall be responsible for preparing the initial draft of the Definitive Agreement.

Indemnification. The Company represents and warrants that the Purchaser will not incur any liability in connection with the consummation of the Proposed Acquisition to any Third Party with whom the Company or one of its agents have had discussions regarding the disposition of the Assets, and the Company binds itself to indemnify, to defend and to hold harmless the Purchaser, its officers, directors, stockholders, lenders and affiliates from any claims by or liabilities to such Third Parties, including any legal or other expenses incurred in connection with the defense of such claims. The covenants contained in this paragraph 9 will survive the termination of this letter agreement for a period of ten (10) years.

Injunctive Relief for Breaches. In the event of any breach or threatened breach of the provisions of this letter by any party hereto, any of the other parties shall be entitled to equitable relief by an injunction in addition to any other rights and remedies available at law.

Governing Law. This letter shall be governed by and construed in accordance with the laws of the State of Mississippi.

Counterparts. This letter may be executed in multiple counterparts, each of which shall be considered an original but all of which, taken together, shall constitute one and the same agreement.

If the foregoing correctly sets forth your understanding of the agreement among the parties, please execute this letter in the space provided below and return a fully-executed original of this letter to the Purchaser for its records.

Very truly yours,

PURCHASER, INC.

BY: ____________________________
Name: __________________________
Title:___________________________

ACCEPTED AND AGREED TO
AS OF THE ______ DAY OF
__________, 20________.

ACQUIRED, INC.

By: ________________________
Name: ______________________
Title: _______________________

§ 1-14. Stock Purchase Agreement.

STOCK PURCHASE AGREEMENT

PURCHASE AGREEMENT (this "Agreement") dated as of ______ 20___, ______ by and among Purchaser, Inc., a Mississippi corporation (the "Purchaser"), and ______(names of shareholders)______ the sole shareholders of the capital stock of ____(name of selling corporation)_, a Mississippi corporation (the "Shareholders").

WITNESSETH:

WHEREAS, the Shareholders own all of the outstanding capital stock of (name of selling corporation)_ (the "Company");

WHEREAS, the Shareholders desire to sell, and the Purchaser desires to purchase all of the outstanding capital stock of the Company (the "Stock");

WHEREAS, it is the intention of the parties hereto that, upon consummation of the purchase and sale of the Stock, the Purchaser shall own all of the outstanding shares of capital stock of the Company;

NOW, THEREFORE, IT IS AGREED:

ARTICLE I

SALE OF STOCK; ESCROW

1.1. Sale of Stock. Subject to the terms and conditions herein stated, the Shareholders agree to sell, assign, transfer and deliver to the Purchaser on the Closing Date, and the Purchaser agrees to purchase from the Shareholders on the Closing Date, the Stock. The certificates representing the Stock shall be duly endorsed in blank, or accompanied by stock powers duly executed in blank, by the Shareholders. The Shareholders agree to cure any deficiencies with respect to the endorsement of the certificates representing the Stock owned by the Shareholders or with respect to the stock powers accompanying any such certificates.

1.2. Purchase Price. In full consideration for the purchase by the Purchaser of the Stock, Purchaser shall pay to the Shareholders the "Purchase Price" (less any closing costs attributable to Shareholders and less the escrow described in Section 1.4 below) to be determined as follows:

A. *Accounts Receivable*. The amount of the accounts receivable (which shall include all existing accounts receivable) shall be determined as of the Closing Date (the "Existing Accounts Receivable"). After the Closing Date, the Purchaser shall cause the Company to segregate and maintain the Existing Accounts Receivable separate and apart from new accounts receivable. Every two weeks, the Purchaser shall cause the Company to remit all collections on Existing Accounts Receivable, with an accounting to the Shareholders (based on their individual percentage ownership as set forth in Section 3.2). The Purchaser shall cause the Company to undertake typical collection efforts on said accounts until said accounts are (# of days) days past due. Any Existing Accounts Receivable that are uncollected after (# of days) days shall be transferred and assigned to the Shareholders for collection.

B. *Funds at Closing*. At Closing, the Purchaser shall pay to the Shareholders the following amount:

[Insert Formula or Purchase Price Information]

At Closing and thereafter, any amounts due the Shareholders will be paid to the each individual shareholder based on each shareholder's percentage ownership as set forth in Section 3.1.

1.3. Closing. The sale referred to in Section 1.1 shall take place at 10:00 a.m. at the offices of __(name of office)____on __________ ______, 20______ (the "Closing Date").

1.4. Escrow. The Shareholders shall, from the Purchase Price, place the sum of $________ in escrow with the Purchaser, which sum shall be available for use by Purchaser to offset (i) any loss or expense resulting from liabilities not disclosed on the financial statements of the Company, (ii) any loss or expense resulting from a breach of the Shareholders' representations, warranties or covenants contained in this Agreement, or (iii) due Purchaser as a result of post-closing calculations of the estimated portions of the Purchase Price as determined by Purchaser's independent certified accountants. The escrow shall be placed in a separate account maintained by the Purchaser. The Shareholders shall be promptly notified of any withdrawals by Purchaser from said account. At the end of a twenty-four (24) month period from the Closing Date or as soon thereafter as appropriate, assuming that no claims by Purchaser against the Shareholders are pending or reasonably anticipated, the Purchaser shall pay the remaining escrow balance to the Shareholders (based on their individual percentage ownership as set forth in Section 3.1). The purpose of the escrow account is to provide a ready source of funds to protect Purchaser. The escrow account is not a limitation of Purchaser's damages.

ARTICLE II

REPRESENTATIONS OF THE PURCHASER

The Purchaser represents, warrants and agrees as follows:

2.1. Existence and Good Standing of the Purchaser. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi. The Purchaser has corporate power and authority to make, execute, deliver and perform this Agreement, and this Agreement has been duly authorized and approved by all required corporate action of the Purchaser. This Agreement constitutes a legal, valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms.

2.2. Restrictive Documents. The Purchaser is not subject to any charter, bylaw, mortgage, lien, lease, agreement, instrument, order, law, rule, regulation, judgment or decree, or any other restriction of any kind or character, which would prevent consummation of the transactions contemplated by this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

The Shareholders represent, warrant and agree, jointly and severally except as otherwise indicated, as follows:

3.1. Ownership of Stock. The Stock constitutes and represents all of the issued and outstanding shares of capital stock of the Company; the Shareholders are the lawful owners of the Stock free and clear of all liens, encumbrances, restrictions and claims of every kind; the Shareholders have full legal right, power and authority to enter into this Agreement and to sell, assign, transfer and convey the Stock so owned by the Shareholders pursuant to this Agreement; the delivery to the Purchaser of the Stock pursuant to the provisions of this Agreement will transfer to the Purchaser valid title thereto, free and clear of all liens, encumbrances, restrictions and claims of every kind. The capital stock of the Company is owned as follows:

	Name Of Owner	Number Of Shares
(a)	__________________	______________________
(b)	__________________	______________________
(c)	__________________	______________________
(d)	__________________	______________________

3.2. Existence and Good Standing of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi. The Company has the power to own its property and to carry on its business as now being conducted. The Company is qualified to do business in any other jurisdiction in which the character or location of the properties owned or leased by the Company or the nature of the business conducted by the Company makes such qualification necessary.

The Shareholders each have the corporate and regulatory power and authority to make, execute, deliver and perform this Agreement, and this Agreement has been duly authorized and approved by all required corporate and regulatory action. This Agreement constitutes a legal, valid and binding agreement of the Shareholders, enforceable against each in accordance with its terms.

3.3. Capital Stock. The Company has authorized capitalization consisting of (# of shares) shares of common stock, (# value) par value, of which (#) shares are issued and outstanding. All such outstanding shares have been duly authorized and validly issued and are fully paid and nonassessable. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase, issuance or sale of any shares of the capital stock of the Company, other than as contemplated by this Agreement.

3.4. Subsidiaries. The Company does not own, directly or indirectly, any capital stock or other equity or ownership or proprietary interest in any other corporation, partnership, association, trust, joint venture or other entity.

3.5. Financial Statements and No Material Changes; Liabilities. Copies of the Company's financial statements as of _______ _____, 20____ including statements of income, shareholders' equity and changes in financial position, and the balance sheet (collectively the "Financial Statements") are attached as Exhibit A hereto. The Financial Statements, including the footnotes thereto, except as indicated therein, have been prepared in accordance with generally accepted accounting principals consistently followed throughout the periods indicated. The Financial Statements fairly present the financial condition of the Company at the date thereof and, except as indicated therein, reflect all claims against and all debts and liabilities of the Company, fixed or contingent, as of the date thereof and the related statements of income, shareholders' equity and changes in financial position fairly present the results of the operations of the Company and the changes in its financial position for the periods indicated. Since ______ ____, 20_____ (the "Financial Statements Date"), there has been (x) no material adverse change in the assets or liabilities, or in the business or condition, financial or otherwise, or in the results of operations of the Company, and (y) no change in the assets or liabilities, or in the business or condition, financial or otherwise, or in the results of operations, or prospects, of the Company except in the ordinary course of business.

The Company does not have any outstanding claims, liabilities or indebtedness, contingent or otherwise, except as set forth in the Financial Statements or referred to in the footnotes thereto, other than liabilities incurred subsequent to the Financial Statements Date in the ordinary course of business not involving borrowings by the Company. The Company is not in default with respect to the terms or conditions of any indebtedness.

3.6. Books and Records. The minute books of the company contain accurate records of all meetings of and corporate actions or written consents by the shareholders and Board of Directors of the Company.

3.7. Title to Properties; Encumbrances. The Company has good, valid and marketable title to (a) all its material properties and assets (real and personal, tangible and intangible), including, without limitation, all the properties and assets reflected in the Financial Statements, except as indicated in the notes thereto, and (b) all the properties and assets purchased by the Company since the Financial Statements Date; in each case subject to no encumbrance, lien, charge or other restriction of any kind or character, except for (i) liens reflected in the Financial Statements and (ii) liens for current tax assessments or governmental charges or levies on property not yet due and delinquent.

3.8. Leases. The Company is not a party to any lease on real property.

3.9. Material Contracts. The Company does not have and is not bound by any material contract (as defined below) other than those contained in the Company's books and records, copies of which have been delivered to the Purchaser concurrently with this Agreement and are described on Exhibit B hereto. Contracts made in the ordinary course of business involving less than

$10,000 shall be deemed not to be material for purposes of this Section and each and every other Section of this Agreement.

3.10. Litigation. There is no action, suit, proceeding at law or in equity by any person or entity, or any arbitration or any administrative or other proceeding by or before any governmental or other instrumentality or agency, pending, or, to the best knowledge, information and belief of the Shareholders, threatened against or affecting the Company or any of its properties or rights which could materially and adversely affect the right or ability of the Company to carry on its business as now conducted, or which could materially and adversely affect the condition, whether financial or otherwise, or properties of the Company; and the Shareholders do not know of any valid basis for any such action, proceeding or investigation. The Company is not subject to any judgment, order or decree entered in any lawsuit or proceeding which may have a materially adverse effect on any of its operations, business practices or on its ability to acquire any property or conduct business in any area.

3.11. Taxes. The Company has filed or caused to be filed, within the terms and within the manner prescribed by law, all federal, state, local and foreign tax returns and tax reports which are required to be filed by, or with respect to, the Company. Such returns and reports reflect accurately all liability for taxes of the Company for the periods covered thereby. All federal, state, local and foreign income, profits, franchise, sales, use, occupancy, excise and other taxes and assessments (including interest and penalties) payable by, or due from, the Company have been fully paid or adequately disclosed and fully provided for in the books and financial statements of the Company. The federal income tax liability of the Company and its subsidiaries has been finally determined for all fiscal years to and including the fiscal year ended ________ _____, 20_____. No examination of any tax return of the Company is currently in progress. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return of the Company. Copies of the latest federal and state returns are attached as Exhibit C.

3.12. Insurance. All of the existing insurance policies are listed on Exhibit D and copies have been delivered to Purchaser concurrently with this Agreement. The Company's employees have been and are currently included in the worker's compensation insurance coverage. The Shareholders agree to maintain each insurance policy in full force and effect through the Closing Date.

3.13. Compliance with Laws. The Company is in compliance in all material respects with all applicable laws, regulations, orders, judgments and decrees.

3.14. Employment Contracts. The Company has no written or oral employment contracts except those described on Exhibit E attached hereto. Copies of written contracts have been delivered to Purchaser concurrently with this Agreement.

3.15. Non-Compete Provision. After the Closing Date, the Shareholders shall not engage in any competitive business with the Purchaser or the Company. This restriction shall be (a) geographically limited to the State of Mississippi and any area within 100 miles of the State of Mississippi, and (b) limited in time to a period of six (6) years from the Closing Date. The term "engage in any competitive business" shall be broadly interpreted to include ownership, consulting, management, employment or other similar arrangement with any business that engages in the (description of business) business.

SHAREHOLDERS INITIAL HERE FOR NON-COMPETE PROVISION:

I have read and understand this non-compete provision and have been given ample opportunity to consult an attorney as to this clause.

____

ARTICLE IV

CONDUCT OF BUSINESS; REVIEW

4.1. Conduct of Business of the Company. During the period from the date of this Agreement to the Closing Date, the Shareholders shall cause the Company to conduct its operations only according to its ordinary and usual course of business and to use their best efforts to preserve intact its business organizations, keep available the services of its officers and employees and maintain satisfactory relationships with licensors, suppliers, distributors, clients and others having business relationships with it.

4.2. Exclusive Dealings. During the period from the date of this Agreement to the Closing Date, the Shareholders shall not, and shall cause the Company to refrain from taking any action to, directly or indirectly, encourage, initiate or engage in discussions or negotiations with, or provide any information to, any corporation, partnership, person, or other entity or group, other than the Purchaser, concerning any purchase of the Stock or any merger, sale of substantial assets or similar transaction involving the Company.

4.3. Review of the Company. The Purchaser may, prior to the Closing Date, through their representatives, review the properties, books and records of the Company and its financial and legal condition as they deem necessary or advisable to familiarize themselves with such properties and other matters. The Shareholders shall cause the Company to permit the Purchaser and its representatives to have, after the date of execution hereof, full access to the premises and to all the books and records of the Company and to cause the officers of the Company to furnish the Purchaser with such financial and operating data and other information with respect to the business and properties of the Company as the Purchaser shall from time to time reasonably request. In the event of termination of this Agreement, the Purchaser shall keep confidential any material information obtained from the Company's properties, operations and business (unless readily ascertainable from public or published information or trade sources) until the same ceases to be material (or becomes so ascertainable) and shall return to the Company all copies of any schedules, statements, documents or other written information obtained in connection therewith. The Shareholders shall deliver or cause to be delivered on the Closing Date, and at such other times and places as shall be reasonably agreed upon, such additional instruments as the Purchaser may reasonably request for the purpose of carrying out this Agreement.

NOTE: Purchaser shall take into consideration the Shareholders concerns, if any, pertaining to a pre-closing inspection of the real and personal property owned by the Company. Such concerns might include limitations on business hours inspection or opportunities to meet and discuss with employees.

ARTICLE V

CONDITIONS TO THE SHAREHOLDERS' OBLIGATIONS

The sale of the Stock by the Shareholders on the Closing Date is conditioned upon:

5.1. Truth of Representations and Warranties. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date.

5.2. Governmental Approvals. All governmental consents and approvals, if any, necessary to permit the consummation of the transactions contemplated by this Agreement shall have been received.

5.3. Proceedings. All proceedings to be taken in connection with the transactions contemplated by this Agreement and all documents incident thereto shall be reasonably satisfactory in form and substance to the Shareholders and their counsel.

5.4. Payment of the Purchase Price. The Purchaser must be willing and able to honor Section 3.1 as to the payment of the Purchase Price.

ARTICLE VI

CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The purchase of the Stock and other assets by the Purchaser on the Closing Date is conditioned upon receipt by the Purchaser of the legal opinion and other documents listed in or compliance with, as the case may be, all of the Sections of this Article VI.

6.1. Opinion of the Company's Counsel. The Shareholders shall have furnished the Purchaser with a favorable opinion, dated the Closing Date, of______ ____, 20______ which opinion shall be in a form satisfactory to Purchaser.

6.2. No Material Adverse Change. Prior to the Closing Date, there shall be no material adverse change in the assets or liabilities, the business or condition, financial or otherwise, the results of operations, or prospects of the Company.

6.3. No Litigation Threatened. No action or proceedings shall have been instituted or, to the best knowledge, information and belief of the Shareholders, shall have been threatened before a court or other government body or by any public authority to restrain or prohibit any of the transactions contemplated hereby.

6.4. Governmental Approvals. All governmental and other consents and approvals, if any, necessary to permit the consummation of the transactions contemplated by this Agreement shall have been received.

6.5. Inspections. In addition to timely delivery of the documents required from Shareholders, the Purchaser shall be given an opportunity, prior to the Closing Date, to (a) review updated financial information, (b) inspect real and personal property, and (c) the books and records (including corporate books) of the Company.

6.6. Proceedings. All proceedings to be taken in connection with the transactions contemplated by this Agreement and all documents incident thereto shall be satisfactory in form and substance to the Purchaser and its counsel, and the Purchaser shall have received copies of all such documents and other evidences as it or its counsel may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith.

ARTICLE VII

SURVIVAL OF REPRESENTATIONS; INDEMNITY

7.1. Survival of Representations. The respective representations and warranties of the Shareholders and the Purchaser contained in this Agreement or in any Schedule delivered pursuant hereto shall survive the purchase and sale of the Stock contemplated hereby.

7.2. Indemnification. The Shareholders agree, jointly and severally, to indemnify and hold the Purchaser and its officers, directors and agents harmless from damages, losses or expenses suffered or paid, directly or indirectly, through application of the Company's or the Purchaser's assets, as a result of any and all claims, demands, suits, causes of action, proceedings, incurred in a litigation or otherwise, assessed, incurred or sustained by or against any of them with respect to or arising out of the failure of any representation or warranty made by the Shareholders in this Agreement to be true and correct in all respects as of the date of this Agreement and as of the Closing Date. The obligations to indemnify and hold harmless pursuant to this Section 7.2 shall survive the consummation of the transactions contemplated by this Agreement.

ARTICLE VIII

MISCELLANEOUS

8.1. Resignations of Officers and Directors. The Shareholders shall deliver to the Purchaser at the Closing the resignations of all of the Company's officers and directors effective as of the Closing Date.

8.2. Bank Accounts; Post Office Boxes; Telephone Numbers. The Company and the Purchaser shall retain, and shall have any and all rights to, the Company's bank accounts, post office boxes and telephone numbers.

8.3. Expenses. The parties hereto shall pay all of their own expenses relating to the transactions contemplated by this Agreement, including without limitation, the fees and expenses of their respective counsel and financial advisers.

8.4. Governing Law. To the extent that Federal law does not govern, the interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Mississippi.

8.5. "Person" Defined. "Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, and unincorporated organization and a government or other department or agency thereof.

8.6. Captions. The Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

8.7. Publicity. Except as otherwise required by law, none of the parties hereto shall issue any press release or make any other public statement, in each case relating to or connected with or arising out of this Agreement or the matters contained herein, without obtaining the prior approval of the Purchaser and the Company to the contents and the manner of presentation and publication thereof.

8.8 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as follows to the following addresses, or such other address as shall be furnished in writing by any such party, and such notice or communication shall be deemed to have been given as of the date so delivered and mailed:

To the Shareholders:

____
____
____

With a copy to:

____
____
____

To the Purchaser:

____
____
____

With a copy to:

____
____
____

8.9. Parties in Interest. This Agreement may not be transferred, assigned, pledged or hypothecated by any party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8.10. Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.11. Entire Agreement. This Agreement, including the other documents referred to herein which form a part hereof, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein and supersede all prior agreements and understandings between the parties with respect to such subject matter.

8.12. Amendments. This Agreement may not be changed orally, but only by an agreement in writing signed by all of the parties hereto.

8.13. Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

8.14. Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its officer thereunto duly authorized, all as of the day and year first above written.

PURCHASER:

PURCHASER, INC.

By: ______________________
Its: ______________________

SHAREHOLDERS:

____
[insert full names]

____

____

____

EXHIBIT A

FINANCIAL STATEMENTS

EXHIBIT B

MATERIAL CONTRACTS

EXHIBIT C

TAX RETURNS

EXHIBIT D

INSURANCE POLICIES

EXHIBIT E

EMPLOYMENT CONTRACTS

§ 1-15. Bill of Sale.

BILL OF SALE

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____(Name of Seller)_____, a _______________ ("Seller"), does hereby sell, convey, transfer, assign, set over and deliver unto ___(Name of Buyer)____, ("Buyer"), all of its right, title and interest in and to ____(describe transferred assets here or, in the alternative, insert "those assets set forth on Exhibit "A" attached hereto")__, free and clear of any and all liens and encumbrances.

The undersigned Seller hereby represents and warrants to Buyer that Seller holds good and merchantable title to all the property described herein, and that such assets are free and clear of all liens and encumbrances. Seller hereby covenants and agrees with Buyer that Seller shall warrant and defend title to the above-described property to Buyer, its successors and assigns, against all claims.

WITNESS ITS SIGNATURE this the _________ day of _______, 20____.

(COMPANY NAME)

____

By: (Name)______________________

Its: (Title)______________________

§ 1-16. Stock Exchange Agreement.

STOCK EXCHANGE AGREEMENT

This Stock Exchange Agreement (the “Agreement”) is made and entered into as of ________ __________, ________, by and among (Holding Company, Inc.), a (Mississippi) corporation (“(HCI)“), (Subsidiary No.1, Inc.),a (Mississippi) corporation (“(SN1)“), (Subsidiary No.2, Inc.), a (Mississippi) corporation (“(SN2)“), (James Smith) (“(Smith)“), (John Jones) (“(Jones)“), (Frank Johnson) (“(Johnson)“), (Stewart Williams) (“(Williams)“) and (George Washington) (“(Washington)“).

WITNESSETH:

WHEREAS, (HCI) has been organized to serve as a holding company for (SN1) and (SN2);

WHEREAS, (Smith), (Jones), (Johnson), (Williams), and (Washington) (the “(SN1) Shareholders”) are the sole owners of the (no par value) common stock of (SN1)(the “(SN1) Common Stock”);

WHEREAS, (Smith), (Jones) and (Johnson) (the “(SN2) Shareholders”) are the sole owners of the common stock, par value ($1.00) per share, of (SN2) (the “(SN2) Common Stock”);

WHEREAS, pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the “Code”), each of (Smith), (Jones), (Johnson), (Williams) and (Washington) (collectively, the “Participants”) desire to exchange all of their shares of (SN1) Common Stock and (SN2) Common Stock for shares of common stock, par value ($0.01) per share, of (HCI) (the “(HCI) Common Stock”), it being the intent of (HCI) and each Participant that such exchange of shares pursuant to this Agreement (the “Stock Exchange”) shall satisfy the requirements of such section;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 1.1. Representation of (HCI).

(a) (HCI) hereby represents and warrants to each of the Participants that it is a corporation duly incorporated under the laws of (Mississippi) and that it has (1,000) shares of its capital stock issued and outstanding consisting of (1,000) shares of (HCI) Common Stock issued to (Smith).

(b) (HCI) hereby represents and warrants to each of the Participants that the shares of (HCI) Common Stock to be issued pursuant to the Stock Exchange, when issued in exchange for the shares of (SN1) Common Stock and (SN2) Common Stock as set forth in this Agreement, will be duly issued, fully paid and nonassessable.

Section 1.2. Representations of (SN1) and the (SN1) Shareholders. (SN1) represents and warrants to (HCI) that (SN1) is a corporation duly incorporated under the laws of (Mississippi). (SN1) and the (SN1) Shareholders represent and warrant to (HCI) that the only shares of the capital stock issued and outstanding consist of (1,000) shares of (SN1) Common Stock issued to the following persons in the amounts set forth opposite their names:

Shareholders:	Number of Shares Issued and Outstanding:
(Smith)	(400)
(Jones)	(250)
(Johnson)	(150)
(Williams)	(100)
(Washington)	(100)
Total	(1,000)

Each of the (SN1) Shareholders represents and warrants to (HCI) that the shares set forth opposite his name are owned by such (SN1) Shareholder free and clear of all liens, encumbrances, options, calls, voting trusts and other charges ("Encumbrances"), and no other person has any ownership interest in such shares.

Section 1.3. Representations of (SN2) and the (SN2) Shareholders. (SN2) represents and warrants to (HCI) that (SN2) is a corporation duly incorporated under the laws of (Mississippi). (SN2) and the (SN2) Shareholders represent and warrant to (HCI) that the only shares of the capital stock issued and outstanding consist of (500) shares of (SN2) Common Stock issued to the following persons in the amounts set forth opposite their names:

Shareholders :	Number of Shares Issued and Outstanding:
(Smith)	(250)
(Jones)	(125)
(Johnson)	(125)
Total	(500)

Each of the (SN2) Shareholders represents and warrants to (HCI) that the shares set forth opposite his name are owned by such (SN2) Shareholder free and clear of all Encumbrances, and no other person has any ownership interest in such shares.

Section 1.4. Representations of Participants.

(a) Each Participant represents and warrants that such Participant (i) has the requisite authority to enter into this Agreement and to perform his obligations under this Agreement, (ii) he has duly executed and delivered this Agreement, (iii) all filings, approvals and consents necessary for the execution, delivery and performance of this Agreement by such Participant have been made or obtained or shall have been made or obtained prior to the Closing (as defined in Section 4.1 hereof), (iv) this Agreement, when executed and delivered by such Participant, will be a valid and binding agreement of such Participant, (v) the execution, delivery and performance of this Agreement by such Participant and the consummation of the transactions contemplated hereby by such Participant will not (A) conflict with or result in a breach of any of the terms and provisions of, or constitute a default (or an event which with notice or lapse of time, or both, would constitute a default) or require consent under the terms of any agreement, instrument, franchise, license or permit to which such Participant is a party or by which such Participant may be bound or (B) violate or conflict with any provision of any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over such Participant, and (vi) no consent, approval, authorization, order, registration, filing, qualification, license or permit of or with any court or any public governmental or regulatory agency or body having jurisdiction over such Participant is required for the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except such as have been obtained or will be obtained by such Participant prior to the Closing.

(b) Each Participant acknowledges receipt of (i) a copy of the Articles of Incorporation and Bylaws of (HCI), (ii) the historical financial statements of (SN1) and (SN2) for the three years ended December 31, (current year, less 3 years), (current year, less 2 years), and (current year, less 1 year), (iii) the pro forma financial statements of (HCI) for the year ended December 31, (current year, less 1 year), that give effect to the Stock Exchange as if it had occurred on January1, (current year, less 1 year), and (iv) certain other information concerning (HCI) and the Stock Exchange, and each Participant acknowledges that he received all information necessary in order to make an informed decision concerning his participation in the Stock Exchange.

(c) Each Participant acknowledges that such Participant has such knowledge and experience in financial and business matters so that such Participant is capable of evaluating the merits and risks of an investment in (HCI). Based upon such Participant's own knowledge, such Participant recognizes the speculative nature of such an investment.

(d) Each Participant hereby acknowledges that the issuance of the shares of (HCI) Common Stock being acquired or received by such Participant hereunder is not and will not be registered under the Securities Act. Each Participant represents that the shares of (HCI) Common Stock being acquired or received hereunder is being acquired or received for such Participant's own account, for investment purposes only and not with a view for distribution or resale to others, except as set forth in paragraph (e) below. Each Participant agrees that such Participant will not sell or otherwise transfer any shares of (HCI) Common Stock being acquired or received hereunder unless such shares of (HCI) Common Stock are registered under the Securities Act or unless an exemption from such registration is available.

(e) Each Participant has no present plan, intention, arrangement or understanding to dispose of any of the shares of (HCI) Common Stock to be received pursuant to the transactions described in Article III hereof.

(f) Each Participant agrees not to sell, transfer, convey, pledge, encumber or otherwise dispose of such Participant's shares of (SN1) Common Stock or shares of (SN2) Common Stock from the date hereof until the Closing, except with the written consent of (HCI) or as contemplated by this Agreement.

(g) Each Participant consents to the placement of a legend on any certificate or other document evidencing the shares of (HCI) Common Stock to be received hereunder stating that such shares of (HCI) Common Stock have not been registered under the Securities Act and setting forth or referring to the restrictions on transferability and sale hereof.

ARTICLE II

TERMINATION OF STOCKHOLDER AGREEMENTS

Section 2.1. (Jones) (SN1) Stock Purchase Agreement. (SN1), (Smith) and (Jones) hereby terminate the Stock Purchase Agreement, dated (January 1, 1996), by and among (SN1), (Smith) and (Jones) effective immediately prior to the consummation of the Stock Exchange.

Section 2.2. (Johnson) (SN1) Stock Purchase Agreement. (SN1), (Smith), (Jones) and (Johnson) hereby terminate the Stock Purchase Agreement, dated (January 1, 1994), by and among (SN1), (Smith), (Jones) and (Johnson) effective immediately prior to the consummation of the Stock Exchange.

Section 2.3. (Williams) (SN1) Stock Purchase Agreement. (SN1), (Smith) and (Williams) hereby terminate the Stock Purchase Agreement, dated (January1, 1997), by and among (SN1), (Smith) and (Williams) effective immediately prior to the consummation of the Stock Exchange.

Section 2.4. (Jones) (SN2) Stock Purchase Agreement. (SN2), (Smith) and (Jones) hereby terminate the Stock Purchase Agreement, dated (May 1, 1996), by and among (SN2), (Smith) and (Jones) effective immediately prior to the consummation of the Stock Exchange.

Section 2.5. (Johnson) (SN2) Stock Purchase Agreement. (SN2), (Smith) and (Johnson) hereby terminate the Stock Purchase Agreement, dated (May1, 1996), by and among (SN2), (Smith) and (Johnson) effective immediately prior to the consummation of the Stock Exchange.

ARTICLE III

STOCK EXCHANGE

Section 3.1. Stock Exchange. Effective immediately upon the execution of this Agreement, each (SN1) Shareholder shall exchange all of his shares of (SN1) Common Stock and each (SN2) Shareholder shall exchange all of his shares of

(SN2) Common Stock for the number of shares of (HCI) Common Stock set forth opposite his name (collectively, the "Exchange Stock"):

Shareholders:	Number of Shares Issued and Outstanding:
(Smith)	(450)
(Jones)	(275)
(Johnson)	(175)
(Williams)	(50)
(Washington)	(50)
Total	(1,000)

Certificates representing the number of shares of (HCI) Common Stock set forth above will be issued to the Participants upon the presentation of certificates representing the shares of (SN1) Common Stock and (SN2) Common Stock to be exchanged therefore. The exchange of shares of (HCI) Common Stock for shares of (SN1) Common Stock and (SN2) Common Stock shall all occur simultaneously.

Section 3.2. Cancellation of Previously Issued (HCI) Common Stock. Simultaneously with the Stock Exchange specified in Section 3.1 of this Agreement, all of the 1,000 shares of (HCI) Common Stock issued to (Smith) in connection with the original organization of (HCI) shall be canceled.

ARTICLE IV

CLOSING

Section 4.1. Closing. The consummation of the transactions contemplated by Article II shall occur in the order set forth herein substantially concurrently and shall close immediately upon the execution of this Agreement at the offices of the Company, unless another place or time is agreed upon in writing by the Company (the consummation of such transactions is herein called the "Closing").

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Further Assurances. At any time, and from time to time, each party will execute such additional instruments and take such action as may be reasonably requested by any other party to confirm or perfect title to any shares of (SN1) Common Stock or (SN2) Common Stock to be transferred hereunder or otherwise to carry out the intent and purposes of this Agreement, including, without limitation, giving any consents required under any applicable agreements affecting the parties necessary to consummate the transactions specified in this Agreement.

Section 5.2. Waivers. Any failure on the part of any party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

Section 5.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

Section 5.4. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.5. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Mississippi without giving effect to the principles of conflict of laws thereof.

Section 5.6. Amendment. No amendment of this Agreement shall be effective without the written consent of any party affected adversely thereby.

Section 5.7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5.8. Notice. Any notice or other communication given hereunder shall be deemed sufficient in writing and sent by registered or certified mail, return receipt requested, or hand delivered and addressed to any party at (HCI)'s offices at __________________, __________, (State) (Zip Code), or such other address as may be specified by a party by like notice. Notices shall be deemed to have been given on the date of mailing, except notices of change of address, which shall be deemed to have been given when received.

Section 5.9. Successors and Assigns. This Agreement shall be binding on the parties hereto and their permitted successors and assigns. None of the parties hereto shall assign their rights under this Agreement without the prior written consent of (HCI).

Section 5.10. Unenforceable Provisions. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, in lieu of such invalid provision there shall be added a provision which is as similar in terms as possible to such invalid provision and which is valid and enforceable; such invalid provision shall not affect any other provision of this Agreement, and, as so modified, this Agreement shall remain in full force and effect.

Section 5.11. Expenses. (HCI) shall pay its own and each of the parties' pre-approved expenses incurred in connection with the transactions specified herein, other than separate legal, accounting or investment banking counsel independently retained by a Participant, which shall be for the Participant's own account.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

HOLDING COMPANY, INC.

BY: ______________________________
Name: ___________________________
Title: ____________________________

(SN1), INC.

BY: ______________________________
Name: ___________________________
Title: ____________________________

(SN2), LTD.

BY:______________________________
Name: __________________________
Title:___________________________

____
(Name)

____
(Name)

____
(Name)

§ 1-17. Asset Purchase Agreement.

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the _______ day of ______, 20_______, by and between ______________, a ____________________ ("Seller"), and ____________, a ___________________________ ("Buyer").

WITNESSETH:

WHEREAS, Seller [state nature of business and define the "Business" as a term for later use in agreement];

WHEREAS, Seller wishes to sell certain assets related to the Business in exchange for cash and other consideration as herein provided; and

WHEREAS, Buyer wishes to acquire all assets from Seller which are used or useful in the operation of the Business as heretofore operated, all as hereinafter more fully set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree, with the intent to be legally bound, as follows:

ARTICLE 1

ASSETS TO BE PURCHASED

Section 1.1. Description of Purchased Assets. On the terms and subject to the conditions herein expressed, Seller agrees to sell, convey, transfer, assign, set over and deliver to Buyer, on the Closing Date, effective as of the Effective Time (as said terms are defined in Section 4.2 hereof), the following assets of the Business (the "Purchased Assets") other than the Retained Assets (as defined in Section 1.2) then owned or operated by Seller and necessary for the conduct of the Business as it has been and is currently being conducted, free and clear of any and all Liens (as defined in Section 7.4), except for the Permitted Liens (as defined in Section 7.8(g)(1)) with respect to the Owned Real Property (as defined in 1.1(a)):

(a) all of the real property owned by Seller used or useful in the Business and all structures, improvements, buildings and facilities located thereon (the

"Owned Real Property"), including the real property described on Schedule 1.1(a) to this Agreement;

(b) all leases and other interests in real property leased or otherwise held by Seller and used or useful in the Business (the "Leases"), including the lease agreements described on Schedule 1.1(b), and the structures, improvements, buildings and facilities located thereon (such leased real property being collectively referred to as the "Leased Real Property") (the Owned Real Property and the Leased Real Property is collectively referred to as the "Real Property");

(c) all instruments, contracts or options to purchase and all options to lease real property held by Seller for use in the Business (the "Real Estate Contracts"), including the instruments, contracts and options described on Schedule 1.1(c) to this Agreement;

(d) all machinery, equipment, tools, vehicles, furniture, fixtures, leasehold improvements, office equipment and other tangible personal property owned by Seller and used or useful in the Business, including the items listed or described on Schedule 1.1(d) to this Agreement (the "Machinery and Equipment");

(e) all finished goods inventories and all work in process owned by Seller (the "Product Inventory");

(f) all inventory of raw materials, supplies (including fuel) and repair parts owned by Seller and relating to the Business (the "Other Inventory");

(g) all personnel records of employees of Seller whose employment with Seller will be terminated and who will be employed by Buyer as a result of the transaction; all marketing studies, customer lists, customer files, supplier files, geologic reports, surveys of real property, sales agent and manufacturers' representatives files, credit files, credit data, appraisals, valuations, and consulting studies and all other records and reports relating to the Business; all printed and other sales and promotional materials, and catalogues and supplies; and a copy of all computer programs, computer software, computer manuals, flowcharts, printouts, data files, program documentation and all other related materials of Seller which relate to the Business (the "Files and Records");

(h) all interests of Seller under the contracts, commitments, customer orders (except those orders containing below-market prices or terms), leases of personal property and other agreements described on Schedule 1.1(h) to this Agreement, including leases for machinery and equipment, together with the benefit of any prepayments made pursuant to such agreements relating to the present or future operation of the Business (the "Contract Rights");

(i) all licenses, permits, authorizations and certifications relating to the Business which may be transferred to Buyer as set forth on Schedule 1.1(i) Permits to this Agreement (the "Permits"); and

(j) all other assets or interests to which Seller has any right by ownership, use or otherwise, or in which Seller has a conveyable or assignable interest on the Closing Date and which relate to the Business, and without which the Business could not be operated consistent with current and past practice, including, but not limited to, deposits (but not including checking, money market or other bank accounts or deposits securing reclamation obligations), reclamation bonds, advance rent and prepaid items (including prepaid royalties and minimum guarantees), used, held for use or intended to be used in or owned by the Business (the "Other Assets").

Section 1.2. Retained Assets. The Purchased Assets do not include and Seller shall retain on the Closing Date only the following assets used in the conduct of the Business (the "Retained Assets"):

(a) cash (other than petty cash, if any, at any location of the Business) and cash equivalent investments (including cash deposits securing reclamation obligations) at the Effective Time;

(b) the accounts receivable of Seller outstanding as of the Effective Time (as defined in Section 4.2) arising out of the sale of Seller's products (the "Seller's Receivables"); and

(c) the assets listed or described on Schedule 1.2(c) hereto.

Section 1.3. Purchased Assets to be Free of All Liens. Marketable title to the Purchased Assets and the Real Estate to be conveyed to Buyer as aforesaid shall be so conveyed free and clear of all liabilities, obligations, security interests, liens, encumbrances, charges, adverse claims, options, rights, or restrictions on transfer whatsoever (each, a "Lien"), except for the Assumed Liabilities as defined in Section 3.1. Any equipment leased by Sellers shall be acquired by Sellers prior to Closing and conveyed to Buyer free and clear of any such lease.

ARTICLE 2

PURCHASE PRICE OF THE PURCHASED ASSETS

Section 2.1. Amount. The aggregate consideration for the Purchased Assets and the agreements described in Section 6.1 shall be the sum of ______________ Dollars ($________________) (the "Non-Inventory Purchase Amount") plus the Inventory Purchase Price provided for in Section 2.2 (as so adjusted, the "Purchase Price"), and the assumption of the Assumed Liabilities (as defined in Section 3.1). The Purchase Price shall be paid by the Buyer at the Closing by wire transfer of immediately available funds subject to (i) the prorations provided for in Section 2.4 and (ii)the withholding of ______________Dollars ($___________), which shall be paid pursuant to the terms of the agreements described in Section __.

Section 2.1. Determination of Inventory Purchase Price. The parties shall cause a survey to be performed measuring the Inventory no more than three (3) days prior to the Closing Date. The survey shall be performed by ____________________________, whose determination as to amounts of Inventory shall be binding and conclusive as between the parties. The cost of this survey shall be borne equally by the Seller and the Buyer. The Inventory shall consist of all salable and marketable product inventory which meets federal, state, local, or customer specifications existing as of the closing date. The Inventory Purchase Price shall be the lowest of cost or market value of all such product Inventory. Seller agrees that Inventory shall consist of no less than thirty-day supply of ______ and there shall be __________________ included within Inventory. Notwithstanding anything contained herein to the contrary, the Inventory Purchase Price shall not include any amounts for overburden, waste, "spoils" or any other product or material for which there exists no market or no specifications.

Section 2.3. Allocation. Buyer and Seller agree that the Purchase Price shall be allocated to the Purchased Assets and the agreements described in Section __ in accordance with Schedule 2.3 to this Agreement. Buyer and Seller shall report (including the filing of Forms 8594 with the Internal Revenue Service) the transactions described in this Agreement for all income tax purposes in a manner consistent with such allocation and they shall not take any position inconsistent therewith in connection with any tax return, refund claim, litigation or otherwise.

Section 2.4. Proration and Reimbursement. Buyer and Seller shall apportion real and personal property taxes, if any, with respect to the Purchased Assets and the Business as of the Effective Time for periods which include the Effective Time, prorated upon the basis of the tax year for which assessed (unless undeterminable as of the Closing Date and then based upon the previous year's real or personal property taxes) and payable and apportioned upon the basis of the actual number of days in such year.

ARTICLE 3

ASSUMED AND EXCLUDED LIABILITIES

Section 3.1. Assumed Liabilities. At the Effective Time, Buyer shall assume and agree to perform and discharge only the following specifically enumerated obligations and liabilities of Seller (collectively, the "Assumed Liabilities"):

(a) the liabilities and obligations of Seller arising after the Effective Time under the Leases, the Real Estate Contracts, the Contract Rights and the Permits; *provided, however*, that Buyer does not assume any obligation under any Lease, Real Estate Contract or Contract Right to the extent that payments were made to or any other benefit was received by Seller prior to the Effective Time, unless Seller has remitted the amount of such payment, or otherwise transferred such benefit under such Lease, Real Estate Contract or Contract Right to Buyer; and

(b) the liability of Seller for land reclamation on the Real Property required by (i) applicable law or (ii) the terms of any Lease.

Section 3.2. Excluded Liabilities. Except as otherwise specifically set forth in Section 3.1 of this Agreement, Buyer shall not assume any liabilities or obligations (including capital lease obligations) of Seller of any kind, whether such liabilities or obligations relate to payment, performance or otherwise, whether matured or unmatured, known or unknown, contingent or otherwise, fixed or absolute, present, future or otherwise (the "Excluded Liabilities"), including any liability or obligation directly or indirectly arising out of or relating to the operations of the Business or ownership of the Purchased Assets prior to the Effective Time. Without limiting the generality of the foregoing, Seller shall retain and be responsible for paying, performing or otherwise discharging or satisfying promptly as and when due any and all Excluded Liabilities, including, but not limited to, any and all accounts payable, trade payables, invoices, bills, debts, expenses, claims for personal injury, property damage and damage to natural resources, fines, penalties or other assessments imposed for violations of environmental laws or regulations or for the violation of any Permits, payroll accounts and insurance premiums.

ARTICLE 4

THE CLOSING

Section 4.1. The Closing. The purchase and sale of the Purchased Assets and the deliveries and payments relating thereto shall take place contemporaneously with the execution and delivery of this Agreement at the offices of

______________________, or at such other location as the parties may agree, at 9:00 a.m., local time, on _____________ __, _______ (the "Closing").

Section 4.2. Closing Date; Effective Time. For purposes of this Agreement, the term "Closing Date" shall mean the date on which the Closing shall occur. For purposes of this Agreement, the term "Effective Time" shall mean the close of business on the Closing Date.

ARTICLE 5

DELIVERIES AT THE CLOSING

Section 5.1. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer, in addition to all other items specified elsewhere in this Agreement, the following:

(a) bills of sale and such other instruments of sale, conveyance, transfer, assignment, endorsement, direction or authorization as will be sufficient or requisite, in the opinion of Buyer, to vest in Buyer, its successors and assigns, all right, title and interest (which title and interest shall be good and marketable), in and to the Purchased Assets other than the Owned Real Property free and clear of all Liens;

(b) general warranty deeds by Seller with respect to the Owned Real Property and such other instruments of sale, conveyance, transfer, assignment, endorsement, direction or authorization as will be sufficient or requisite in the opinion of Buyer, to vest in Buyer, its successors and assigns, all right, title and interest (which title and interest shall be good and marketable) in and to the Owned Real Property free and clear of all Liens, other than Permitted Liens;

(c) an assignment and assumption instrument for each Lease and Real Estate Contract, in form reasonably satisfactory to Buyer, duly executed in recordable form by Seller (collectively, the "Real Estate Assignments");

(d) duly completed and executed title certificates, registrations and other documentation necessary to transfer motor vehicles and other certificated assets included in the Purchased Assets;

(e) assignment and assumption agreements in form reasonably satisfactory to Buyer (the "Assignment and Assumption Agreements");

(f) the Noncompetition Agreements (as defined in Section 6.1 hereof) duly executed by all parties thereto other than Buyer;

(g) all consents necessary to the sale, transfer and assignment to Buyer of the Purchased Assets, including all Leases, Real Estate Contracts, Contract

Rights and all transferable Permits held by Seller for the conduct of the Business;

(h) Estoppel Certificates, Agreements and Consents from each of the lessors under the Leases, in form reasonably satisfactory to Buyer, wherein (i) each such lessor consents to the assignment of the Lease to Buyer; (ii) agrees to provide Buyer's lender of any notice of default sent by lessor to Buyer and to allow such lender thirty days to cure such default; and (iii) the effective date, term (including options to renew or extend), and royalty provisions of each such lease and the real property subject to each such Lease are described. The Certificates shall also contain provisions whereby each such lessor certifies to Buyer that he is the landlord under the Lease, that the Lease is in full force and effect and has not been modified or amended, and that none of the parties to the Lease are in default under any of its provisions.

(i) the Files and Records, which shall be delivered at the location of the Business;

(j) a certificate of an officer of Seller, dated the Closing Date and certifying that its representations and warranties in this Agreement are true and correct and that Seller has complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(k) a certificate of the Secretary or an Assistant Secretary of Seller, certifying as to (i) the Articles of Incorporation, (ii) the Bylaws, and (iii) the incumbency of certain officers and (iv) the resolutions adopted by its Board of Directors and, if required by applicable law, its shareholders with respect to the transactions contemplated by this Agreement;

(l) an opinion of counsel to Seller, in form reasonably satisfactory to Buyer; and

(m) such other documents as may be reasonably requested by Buyer to effect the transactions contemplated by this Agreement.

Section 5.2. Deliveries by Buyer. At the Closing, Buyer shall execute and deliver to Seller the following:

(a) the Purchase Price payable pursuant to Section 2.1;

(b) the Real Estate Assignments;

(c) the Assignment and Assumption Agreements;

(d) the Noncompetition Agreements;

(e) a certificate of an officer of Buyer, dated the Closing Date and certifying that its representations and warranties in this Agreement are true and correct and that Buyer has complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(f) a certificate of the Secretary or an Assistant Secretary of Buyer, certifying as to (i) the Articles of Incorporation, (ii) the Bylaws, (iii) the incumbency of certain officers and (iv) the resolutions adopted by the Board of Directors of Buyer with respect to the transactions contemplated by this Agreement;

(g) an opinion of counsel to Buyer, in form reasonably satisfactory to Seller; and

(h) such other documents as may be reasonably requested by Seller to effect the transactions contemplated by this Agreement.

Section 5.3. Delivery of Possession. Seller shall take all actions necessary or appropriate to provide Buyer with possession of the Purchased Assets at the Effective Time.

ARTICLE 6

ADDITIONAL COVENANTS

Section 6.1. Noncompetition Agreements. At the Closing, Seller shall execute and deliver to Buyer a noncompetition agreement in the form attached hereto as Exhibit A-1 and shall cause each of [____________], [______________] and [____________] to execute and deliver to Buyer the noncompetition agreement in the form attached hereto as Exhibit A-2 (collectively, the "Noncompetition Agreements").

Section 6.2. Further Assurances. Upon the reasonable request of Buyer at any time and from time to time after the Closing Date, Seller will forthwith, at its own expense, execute and deliver such further bills of sale, deeds and other instruments of assignment, transfer, conveyance, endorsement, direction or authorization and do all things necessary or advisable, as Buyer may reasonably request, which are needed to vest, perfect or confirm, of record or otherwise, the right, title and interest of Buyer, its successors and assigns, in and to the Purchased Assets and the assignment to, and assumption by Buyer of the Leases, Real Estate Contracts, Contract Rights and Permits to be assigned to, and assumed by Buyer pursuant to Section 3.1 hereof or otherwise to carry out the purpose of this Agreement. From time to time after the Closing, each party shall cause its appropriate employees, if any, and representatives to provide a requesting party with information and data reasonably requested by such party which is necessary or useful to the requesting party in connection with its current or former operation of the Business, or in connection with the preparation of accounting and related reports and all tax returns with respect to the Purchased

Assets, the Assumed Liabilities or the Business, and all reasonable out-of-pocket expenses incurred in connection therewith shall be reimbursed by the requesting party.

Section 6.3. Transfer of Certificated Assets. Seller will prepare for delivery and signature at Closing all documents necessary to effect the transfer of title to all motor vehicles and other certificated assets included in the Purchased Assets. Immediately following the Closing, Buyer shall effect the transfer of title for all such certificated assets, including recording, indexing and filing all necessary documents.

Section 6.4. Availability of Employees. After the Effective Time and subject to the provisions of Article 11, Buyer and Seller will each cooperate fully in providing to the other any information requested by the other to prosecute or defend any third-party litigation relating to operation of the Business prior to the Effective Time as well as provide and make available the services of its employees and agents to participate in the preparation and prosecution or defense of such litigation.

Section 6.5. Employee Matters.

(a) *No Obligation to Hire.* Buyer shall have the right, but shall not be obligated to, hire (effective as of the Effective Time) some or all of Seller's employees who are engaged in the Business. Seller will assist Buyer in hiring those employees of Seller engaged in the Business designated by Buyer. Buyer shall not be obligated to continue or maintain any retirement, pension, health, insurance or other benefit plan maintained by Seller for the benefit of Seller's employees. No period of service performed with Seller or compensation from Seller earned by such employees prior to the Effective Time need be taken into account under any employee benefit plan maintained by Buyer. Nothing in this Agreement, either expressed or implied, shall confer upon any employee of Seller any rights or remedies, including any right to employment or continued employment for any specified period or of any nature or kind whatsoever under or by reason of this Agreement. Schedule 6.5 sets forth the annual salary of each salaried employee and the hourly wage rate of each hourly employee of the Business and describes the employee benefits made available to such employees.

(b) *No Assumption of Employee ObligationsNo Assumption of Employee Obligations.* Except to the extent expressly included in the Assumed Liabilities, Buyer does not, and shall not, assume or be responsible for any obligation or liability arising out of any employment relationship of Seller or termination thereof, and without limiting the foregoing, Buyer shall have no liability or obligation in connection with current or former employees or agents of Seller or any dependent or beneficiary or any them by reason of their relationship to Seller.

(c) *COBRA Coverage.* Seller shall remain responsible for all liabilities and obligations in connection with claims for post-employment medical, vision and dental benefits that may be required under Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code") made by any employee of Seller who was not hired by Buyer as of the Effective Time and any "qualified beneficiary" (within the meaning of Code Section4980B) of any such employee who is receiving post-employment medical, vision and dental benefits or whose "qualifying event" (within the meaning of Code Section 4980B) entitling such individual to such benefits incurred on or before the Effective Time. Buyer shall have no liability or obligation whatsoever to any current or former employee of Seller or any "qualified beneficiary" thereof under Code Section4980B with respect to the transactions contemplated by this Agreement, any such liability or obligation being an Excluded Liability.

Section 6.6. Expenses.

(a) *General.* Except as otherwise specifically provided in this Agreement, each party shall bear its own expenses in connection with the transactions contemplated by this Agreement and in connection with all obligations required to be performed by it under this Agreement.

(b) *Specific.* Notwithstanding the foregoing: (i) to the extent the transactions contemplated by this Agreement are not exempt from sales taxes, Seller and Buyer shall each pay one-half of such taxes plus any interest or penalties; (ii) fees and costs relating to the transfer of motor vehicles and other certificated assets included in the Purchased Assets and all recording, indexing and filing relating to recording all documents effecting or evidencing transfer of the title to motor vehicles and other certificated assets included in the Purchased Assets shall be paid by Buyer; and (iii) transfer taxes, fees and costs relating to the conveyance of the Owned Real Property and all recording, indexing and filing, taxes, fees and costs relating to recording the deeds and other instruments effecting or evidencing transfer of title to the Owned Real Property shall be paid by the parties in accordance with local conveyancing customs.

Section 6.7. Confidentiality; Public Announcements. Neither Buyer nor Seller shall disclose to the public or any third party the terms of the transaction contemplated by this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld), except as may be required by applicable law, including the rules, regulations or practices of the Securities and Exchange Commission or the New York Stock Exchange. If a public statement disclosing the terms of the transaction is required to be made under applicable law, the parties shall consult with each other in advance to the extent reasonably practicable as to the content and timing thereof. Notwithstanding the foregoing, following the Closing, a party may issue a press release or make other public announcements disclosing that the transaction contemplated by this Agreement has been consummated and describing the parties and Purchased Assets, but shall not disclose any other terms of the transaction.

Section 6.8. Certain Tax Matters. Seller shall prepare and file all returns and reports for its federal, state and local taxes that are due on or after the Closing Date for the Business through the Effective Time, including all final employment security and sales tax returns. Buyer shall promptly forward to Seller all written notifications and other written communications from any governmental authority received by Buyer relating to any liability for taxes for any taxable period for which Seller is obligated under this Agreement. Neither Seller nor any shareholder of Seller shall make any election to take any action or position on any tax return or report of taxes for or relating to any period ending on or prior to the Closing Date with respect to any item of income, deduction or credit of Seller which is inconsistent with any position or reporting for the prior year which would have an adverse impact on Buyer without the consent of Buyer, unless required by applicable law.

Section 6.9. Accounts Receivable. Seller shall retain ownership of the Seller's Receivables. Buyer shall remit to Seller any amount collected by Buyer on the Seller's Receivables within five (5) days of receipt. Seller shall remit to Buyer any amount received by Seller with respect to the accounts receivable arising out of Buyer's sale of products from the Real Property after the Effective Time within five (5) days of receipt. Notwithstanding the foregoing, nothing in this Section6.9 shall be deemed to constitute the purchase or the guarantee of the Seller's Receivables by Buyer.

Section 6.10. WARN. If (and only if) the Worker Adjustment and Retraining Notification Act (29 U.S.C. § 2101 *et seq.*) and the regulations promulgated by the Department of Labor thereunder (the "WARN Act") are applicable, neither Buyer nor Seller shall order any "plant closing" or "mass layoff" with respect to the Business until after the expiration of the 60-day notice period specified in the WARN Act.

Section 6.11. Title Insurance. Seller shall obtain and deliver at Closing title insurance policies (or commitments to issue title insurance) issued by Chicago Title Insurance Company (the "Title Company"), insuring Buyer's interests to the Real Property on the current ALTA Form (but with the creditor's rights exception removed) in form reasonably satisfactory to Buyer, together with such additional endorsements as Buyer may have reasonably requested and legible copies (to the extent available) of all title exceptions referenced in such policies or commitments. Seller shall pay the cost of obtaining such title insurance policies or commitments. Buyer shall pay the title insurance premiums thereunder if it elects to accept coverage.

Section 6.12. Surveys. Seller shall obtain prior to Closing one or more current surveys of the Real Property prepared in form reasonably satisfactory to Buyer and Title Company such that Title Company shall remove any general survey exception from the title insurance policies or commitments to be delivered pursuant to Section6.12 (each, a "Survey"), certified to Buyer and the Title Company. Each Survey shall be an "as-built" survey unless Buyer shall have specified to the surveyor directly that a survey of other scope should be prepared. Seller shall pay the fees and costs relating to obtaining such Surveys.

Section 6.13. Environmental Assessment. Prior to the Closing Date, Buyer shall have a Phase I environmental assessment performed, at its cost, with regard to the Real Property. The results of such assessment shall be made available to Seller. Should such assessment or any other environmental assessment performed prior to closing recommend the performance of remediation activities upon the Real Property, Seller shall pay the reasonable cost thereof up to ________ Dollars ($________); provided, however, that if Seller reasonably determines that the cost of such recommended remediation activities will exceed $________, Seller shall so inform Buyer. Within twenty (20) days of such notification, Buyer may either agree to perform the recommended remediation activities costing in excess of $________ or may terminate its obligations under this Agreement.

Section 6.14. Agreement Not to Entertain Proposals. Seller recognizes that Buyer will be expending considerable effort and incurring substantial expense in connection with its due diligence activities. In order to induce Buyer to undertake such effort and expense, Seller agrees on behalf of itself and its officers, that for a period of time from the date hereof through and including the Closing Date, it will not, directly or indirectly, and it shall not permit its officers, directors, affiliates, employees, agents or representatives, to (i) solicit, initiate, or encourage the submission of any proposal or offer from any person or entity relating to the acquisition of any capital stock or other voting securities, or any substantial portion of the assets (including the Purchased Assets), of Seller (including any acquisition structured as a merger, consolidation, or share exchange), or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or facilitate in any other manner, any effort or attempt by an person or entity to do or seek any of the foregoing. Buyer is hereby granted the exclusive right to perform due diligence and to purchase of the Purchased Assets for a period of time from the date hereof through and including the Closing Date.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce the Buyer to enter into this Agreement and the other documents and transactions contemplated hereby, the Seller covenants, represents and warrants that each of the following is true and accurate as of the date hereof and will continue to be true and correct up to and including the Closing Date, except as set forth on the schedules attached hereto and referenced herein arranged in paragraphs corresponding to the lettered and numbered subsection contained in this Article 7 (collectively, the "Disclosure Schedules").

Section 7.1. Organization and Standing of Seller.

(a) *Organization and Status.* Seller is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation. Seller has all requisite power and authority necessary to own and operate its properties and otherwise to conduct the Business as it is presently conducted and to enter into this Agreement and the other agreements to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder and thereunder.

(b) *Qualification.* Seller is qualified to do business as a corporation in the State of Mississippi.

(c) *Authority.* The execution and delivery of this Agreement and the other agreements to be executed and delivered by Seller pursuant to this Agreement and the consummation by Seller of the transactions contemplated by, and other compliance with or performance under, them have been duly authorized by all necessary action on the part of Seller.

(d) *Shareholders.* Schedule 7.1(d) hereto sets forth all of the shareholders of Seller. Seller has delivered to Buyer a true and complete copy of its Articles of Incorporation and Bylaws.

Section 7.2. No Violation. The execution and delivery by Seller of this Agreement and the other agreements to be executed and delivered by Seller pursuant to this Agreement and the consummation by Seller of the transactions contemplated hereby and thereby do not and will not (i) violate or conflict with any provision of the Articles of Incorporation or Bylaws of Seller, (ii) violate or conflict with, or result (with the giving of notice or lapse of time or both) in a violation of or constitute a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, license, agreement or other instrument or obligation to which Seller is a party or by which any of its assets (including the Purchased Assets) may be bound, except for such violations or defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained, or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller, or any of its assets (including the Purchased Assets).

Section 7.3. Enforceability. This Agreement and the agreements and instruments contemplated by this Agreement to which Seller is a party or signatory constitute the legal, valid and binding obligations of Seller and are enforceable in accordance with their terms. The transfer documents executed and delivered by Seller pursuant to this Agreement effectively convey to, and vest in, Buyer the full right, title and interest of Seller in and to the Purchased Assets and the Business.

Section 7.4. Liabilities and Liens. Except as set forth on Schedule 7.4, none of the Purchased Assets (excluding the Real Property) is subject to any Liens (as defined below) or liabilities of any nature, whether accrued, absolute, contingent, or otherwise, or arising out of transactions entered into, or any state of facts existing prior to the date of this Agreement, including tax liabilities or special assessments. It is the intent of the parties that the representations and warranties set out in Section 7.8(g) shall govern as to the Real Property. As used in this Agreement, the term "Lien" means any mortgage, deed to secure debt, deed of trust, security interest, lien, pledge, charge, right of first refusal, encumbrance, adverse claim of any kind and any other security arrangement of any nature whatsoever, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and the interest of a lessor or lessee under a lease treated as a capitalized lease under generally accepted accounting principles.

Section 7.5. Absence of Certain Changes. Except as set forth on Schedule 7.5 , since ________, 20_______, there has not been (i) any change in the Business or the Purchased Assets other than changes in the ordinary course of business, none of which has been materially adverse; (ii) any sale or granting to any party or parties of any license, franchise, option or other right of any nature whatsoever to sell, distribute or otherwise deal in or with products or services of the Business; (iii) any waiver, compromise or other settlement by Seller of any of its rights under any Lease, Real Estate Contract, Contract Right or Permit other than in the ordinary course of business so long as such waiver, compromise or settlement does not materially increase the burden of Seller in connection with such Lease, Real Estate Contract, Contract Right or Permit; or (iv) any other event or condition of any character which, individually or in the aggregate, materially and adversely affects the Purchased Assets or the financial condition, results of operations or prospects of the Business.

Section 7.6. Financial Matters.

(a) *Financial Statements.* Seller has delivered to Buyer true and complete copies of the balance sheets of Seller as of December 31, _______, and _____, the related statements of earnings and cash flows for the three years ended December 31, ______, and the notes to such financial statements. The financial statements described in the preceding sentence, including the notes to them, are collectively referred to in this Agreement as the "Financial Statements." The Financial Statements are in accordance with the books and records of Seller and, except as disclosed in the reports included therein or in Schedule 7.6(a), have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied throughout the periods covered by such statements and fairly present Seller's financial condition and results of operations as of the date or periods thereof. The reserves on the Financial Statements are calculated consistent with past practice.

(b) *Sales of Products.* Seller has previously delivered to Buyer reports which are true, accurate and complete and show by product type and facility, the number of tons of each such product sold from such facility during each period covered by the Financial Statements and the current fiscal year-to-date and the amount of gross sales resulting from such sales in each such period.

(c) *Capital Leases.* Schedule 7.6(c) lists all lease agreements to which Seller is a party which are capital leases in accordance with GAAP, and such leases are recorded as capital leases in the Financial Statements.

(d) *Absence of Undisclosed Liabilities.* Except as set forth in Seller's balance sheet of December 31, ____ and except for items described in Schedule 7.6(d)Schedule, Seller: (i) did not have as of December 31, ___ any debts, liabilities or obligations of any kind, whether accrued, absolute, contingent or otherwise and whether due or to become due; or (ii) has not incurred since December 31, ___ any such debts, liabilities or obligations other than debts, liabilities or obligations incurred in the ordinary and usual course of business.

Section 7.7. Inventories. Except as set forth in Schedule 7.7: (i) each type of inventory (whether raw materials, work in process, finished goods or other inventory) is of a quality and quantity usable or saleable in Seller's ordinary course of business and is of a quantity sufficient for the conduct of Seller's ordinary course of business; (ii) the finished goods inventories of Seller consist of items which are good and merchantable (as defined in UCC § 2-314 as adopted in Mississippi); (iii) no previously sold inventory is subject to refunds materially in excess of that historically experienced by Seller; (iv) except for inventory in trucks, rail cars or otherwise in transit, all inventories of Seller are located on the Real Property; and (v) Seller has neither received any notice of, nor has any knowledge of, any pending investigation or regulatory action by any governmental authority involving any of Seller's inventories. Any and all severance taxes or other payments imposed on the aggregates materials or products sold or otherwise disposed of by Seller prior to the Effective Time have been paid by Seller. All specification material conforms to all applicable specifications or standards.

Section 7.8. Properties.

(a) *Owned Real Properties*. Schedule 1.1(a) sets forth all real property in which Seller holds legal or equitable title and which is used, held for use or intended to be used by it in the conduct of the Business.

(b) *Owned Personal Properties*. Schedule 1.1(d): (i) lists all items of depreciable machinery and equipment which are owned and used by Seller in the conduct of the Business (other than the Retained Assets), (ii) lists all motor vehicles and trailers which are owned or used by Seller in the conduct of the Business (other than the Retained Assets), and (iii) contains a summarized description of all other tangible or intangible property that constitutes part of the assets which are owned or used by Seller in the conduct of the Business (other than the Retained Assets).

(c) *Leased Real Properties*. Schedule 1.1(b) sets forth all real property that Seller leases or subleases, or in which Seller has any other interest (other than those set forth in Schedule 1.1(a)), and which is used by Seller in the conduct of the Business.

(d) *Leased Personal Properties*. Schedule 7.8(d) sets forth a complete and accurate description of all personal property leased or subleased by Seller that is used by Seller in the conduct of the Business (other than the Retained Assets).

(e) *Contract and Option Properties*. Except as set forth on Schedule 1.1(c), Seller does not have a future right to acquire or lease any real property pursuant to any outstanding contract or option to purchase or lease (other than renewal or extension rights in any Lease) any real property that may be used or useful in the Business.

(f) *Necessary Properties*. All properties, assets and mineral reserves occupied by, used in or necessary to the conduct of the Business, other than the Retained Assets, are included in the Purchased Assets and are being sold, transferred, assigned and conveyed by Seller to Buyer pursuant to this Agreement. Buyer's ability to use the Purchased Assets in the conduct of the Business will not be prohibited or otherwise impaired by the consummation of the transactions contemplated in this Agreement.

(g) *Title.*

(1) Seller has good and marketable fee simple title to the Owned Real Property and reserves of minerals, rock, sand and gravel located thereon, including all existing rights of access to public highways adjacent thereto, and will convey such title, subject to the Permitted Liens (as defined below), to Buyer at Closing. Except for the items set forth or described in Schedule 7.8(g)(1) (the "Permitted Liens"), there are no (A) Liens on the Owned Real Property or (B) leases, instruments or other contracts granting any interest in the Owned Real Property.

(2) Seller has, and will convey and transfer to Buyer at Closing, the exclusive, unencumbered and undisturbed right to possess and use the Leased Real Property and the reserves of clay, minerals, rock, sand and gravel located thereon leased by it, including all existing rights of access to public highways adjacent thereto, subject to the terms and provisions of the Leases described in Schedule 1.1(b) and the matters described in Schedule 7.8(g)(2).

(3) Seller has (except for Liens to be released prior to or at the Closing), and will convey and transfer to Buyer at Closing, good title to all Purchased Assets (other than the Owned Real Property), subject to no Liens.

(4) Seller has, and will convey and transfer to Buyer at Closing, the exclusive, unencumbered and undisturbed right to possess and use the personal property, subject to no Liens.

(5) Except as disclosed on Schedule 7.8(g)(5), no person is encroaching upon any of the Real Property, and none of the activities of Seller on the Real Property is encroaching upon the property of others or easements or rights of way in favor of others.

(6) Except as disclosed on Schedule 7.8(g)(6), none of the Real Property is located within the boundaries of any designated historical or archaeological district or similar district or area, none of the improvements located on any of such properties is designated as a landmark or as having historical or archaeological significance (or is qualified or eligible for any such designation). None of the Real Property contains any cemetery or historic or archaeological site.

(7) Seller has not received notice of nor does it have knowledge of, or reason to know of, any pending or contemplated condemnation or eminent domain proceeding affecting the Real Property.

(h) *Operating Condition.* Except as disclosed on Schedules 1.1(a) and 1.1(d), the buildings, improvements, plants, structures, machinery and equipment, and other tangible personal property included in the Purchased Assets or subject to any of the Leases or Contract Rights, are each structurally sound, are in good operating condition, reasonable wear and tear excepted, and are adequate for the uses to which they are being put. Except as set forth on Schedules 1.1(a) and 1.1(d), none of such buildings, improvements, plants, structures, machinery and equipment, or other tangible property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in cost or nature. The Purchased Assets are sufficient for the continued conduct of the Business after Closing in substantially the same manner as conducted prior to the Closing.

(i) *Reserves.* Seller has made available to Buyer all information in its possession, both written and unwritten, regarding reserves of clay, minerals, rock, sand and gravel on the Real Property and on any real property subject to a Real Estate Contract.

Section 7.9. Contracts.

(a) *Customer Orders.* Schedule 7.9(a) sets forth as of the date hereof those contracts for the sale of products made by Seller which have not been fully performed by Seller and for which some act must be performed after the Effective Time, copies of which have been delivered to Buyer. None of the contracts listed on Schedule 7.9(a) provides for revenues to Seller that are less than Seller's cost of providing the product thereunder. Schedule7.9(a) sets forth Seller's current standard prices for its products. Except to the extent specified on Schedule7.9(a), none of Seller's outstanding quotations for the sale of its products are (i) at prices less than its standard prices as set forth on Schedule 7.9(a) or (ii) for quantities in excess of 25,000 tons.

(b) *Other Contracts.* Except as disclosed on Schedule 7.9(b), Seller does not have any contract pertaining to any of the Purchased Assets or the Business other than (i) the Leases listed in Schedule 1.1(b), (ii) the Real Estate Contracts listed on Schedule 1.1(c) and (iii) the Contract Rights listed on Schedule 1.1(h), which incorporate the contracts for the sale of products listed on Schedule 7.9(a) (collectively, the "Seller's Agreements"). Seller has delivered to Buyer true and accurate copies of all written contracts comprising the Seller's Agreements (or a written summary of the terms of any oral contract), together with all amendments, modifications and supplements thereof and waivers and consents thereunder.

(c) *Status*. Except as disclosed on Schedule 7.9(c): (i) Seller has not assigned any of its rights or obligations under (and is not otherwise restricted for any reason from enjoying the full benefits under) any Seller's Agreement; (ii) Seller has complied with all provisions of the Seller's Agreements, and without limiting the foregoing, neither Seller nor, to Seller's knowledge, any other party is in default in connection with any Seller's Agreement; (iii) no act or event has occurred which, with notice or lapse of time or both, constitutes a default by Seller under any Seller's Agreement, or, to Seller's knowledge, any other party to such Seller's Agreement (iv) there is no basis for any claim or default under any Seller's Agreement or, to Seller's knowledge, any other party; (v) Seller has not received any notice of default, cancellation or termination and does not otherwise have knowledge of any default, cancellation or termination in connection with any Seller's Agreement; (vi) each Seller's Agreement may be terminated on thirty (30) or fewer days' notice without penalty, the acceleration of rentals or the exercise of a purchase option; (vii) no Seller's Agreement requires Seller to maintain any performance bond, letter of credit or other security arrangement; and (viii) each Seller's Agreement is the valid and binding agreement of Seller and, to the knowledge of Seller, of each other party thereto, is in full force and effect in accordance with its terms and will not be affected by or, except as described in Section 7.17, require the consent of any other party to, the transaction contemplated by this Agreement.

Section 7.10. No Litigation. Except as described on Schedule 7.10, there is no litigation, action, claim, proceeding or governmental investigation pending or, to the knowledge of Seller, threatened against Seller (i) relating to the Business or the Purchased Assets or (ii) which may affect Seller's ability to perform its obligations under this Agreement or under any agreement or instrument contemplated by this Agreement, and to the knowledge of Seller, there is no basis for any such action that could have a material adverse effect on the Purchased Assets, or the financial condition or results of operations of the Business. Schedule 7.10 describes any such litigation, action, claim, proceeding or governmental investigation relating to the Business or the Purchased Assets commenced by (except collection actions commenced and pursued in the ordinary course of business) or against Seller or settled or otherwise finally resolved (except collection actions settled or otherwise resolved in the ordinary course of business) by the parties since December 31, 1994.

Section 7.11. Operations Conducted Lawfully. Seller has conducted its operation of the Business in accordance with all applicable law except for minor, isolated infractions, and Seller has not received any notice for which a writing exists to the contrary. Seller is not in receipt of any notice or warning of, or to Seller's knowledge, charged with or under investigation with respect to any failure or alleged failure to comply with any provision of any applicable law. Without limiting the foregoing: (i) Seller has all licenses, permits, authorizations and certifications required with respect to the Business and all such licenses, permits, authorizations and certifications (other than Environmental Permits (as defined in Section 7.12)) are listed in Schedule 7.11 to this Agreement); (ii) all of such licenses, permits, authorizations and certifications are in full force and effect; and (iii) Seller is (and has been) in compliance with its licenses, permits, authorizations and certifications and their predecessors; *provided, however*, that the foregoing shall not require disclosure of state and local business or similar licenses required of businesses generally. Notwithstanding the foregoing, Seller does not make any representation or warranty as to Environmental Laws (as defined in Section 7.12) or Environmental Permits in this Section 7.11, it being the intent of the parties that any representation and warranty as to Environmental Laws and Environmental Permits be governed by Section 7.12.

Section 7.12. Environmental Protection.

(a) *Definitions.* For purposes of this Agreement, the term "Environmental Laws" shall mean all federal, state, local and foreign laws (as may be applicable) relating to pollution or protection of the environment and any regulation, code, plan, order, decree, judgment or injunction related thereto in effect on or prior to the Closing Date, including but not limited to:

(1) The Resource Conservation and Recovery Act, 42 U.S.C. § 6901 ("RCRA").
(2) The Comprehensive Environmental Response, Compen-sation and Liability Act of 1980, 26 U.S.C. § 4611; 42 U.S.C. § 9601 ("Superfund").
(3) The Superfund Amendments and Reauthorization Act of 1986.
(4) The Clean Air Act, 42 U.S.C. § 7401.
(5) The Clean Water Act, 33 U.S.C. § 1251.
(6) The Safe Drinking Water Act, 42 U.S.C. § 300f.
(7) The Toxic Substances Control Act, 15 U.S.C. § 2601.
(8) The Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*
(9) Applicable state mining laws.
(10) Any other similar federal, state, local or foreign (as applicable) Environmental Laws.

(b) *Disclosure of Environmental Permits, Etc.* Schedule 7.12(b) contains a true and complete description of: (i) all current environmental (including mining) licenses, permits, authorizations, certifications, regulatory plans and compliance schedules of Seller pertaining to the Business or the Purchased Assets (the "Environmental Permits"), together with the expiration and renewal dates thereof, and Seller has delivered a true and correct copy of such Environmental Permits to Buyer; and (ii) all waste dumps and disposal, treatment and storage sites used by Seller in connection with the Purchased Assets, the Business or located on the Real Property, and the names of the entities that have been engaged in the handling, transportation and disposal of waste materials for Seller. Seller has provided Buyer with copies of all environmental assessments and audits of the Real Property or the Business in Seller's possession, other than those commissioned by Buyer.

(c) *Certain Environmental Matters.*

(1) Except as described on Schedule 7.12(c), Seller has, with respect to the Purchased Assets and the Business, obtained all Permits, kept all records and made all filings required by applicable Environmental Laws with respect to emissions, past or present, into the environment (including solids, liquids and gases) and the proper disposal of such materials (including solid waste materials) required for the operation of the Business by Seller at past or present operating levels.

(2) Except as described on Schedule 7.12(c), none of the Purchased Assets or the Real Property has been contaminated with any hazardous wastes, hazardous substances, or other hazardous or toxic materials as defined in the Environmental Laws so as to constitute a violation of any of the Environmental Laws or so to trigger any corrective or remedial action under the Environmental Laws. Except as described on Schedule 7.12(c), there are no transformers, capacitors or other equipment included in the Purchased Assets or on the Real Property, which contain polychlorinated biphenyls ("PCBs"). Except as described in Schedule7.12(c), no portion of the Real Property is reasonably believed by Seller to be a wetland as defined in 33 C.F.R. 328.3. Except as disclosed on Schedule 7.12(c), there are no underground storage tanks located on or under the Real Property.

(3) Except as described on Schedule 7.12(c), Seller is in compliance with all Environmental Laws and all Environmental Permits. Schedule 7.12(c) describes all citations received by Seller relating to violations of any Environmental Laws or Environmental Permits. Except as described on Schedule 7.12(c),

> to the knowledge of Seller, there are no past or present events, conditions, circumstances or activities, which may interfere with or prevent continued compliance with the Environmental Laws and Environmental Permits, or which may give rise to any similar or related common law or legal liability, or form the basis of any such claim or action, proceeding, hearing, study, or investigation, based on or related to the manufacture, processing, use, storage, disposal, or handling, or the release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substances or waste (as defined in the Environmental Laws) with regard to the Purchased Assets and the Real Property. Except as described on Schedule 7.12(c), there is no pending or, to the knowledge of Seller, threatened civil or criminal litigation, notice of violation or administrative proceeding relating in any way to the Environmental Laws involving the Business or Seller, and to the knowledge of Seller, there is no basis for any such litigation, notice or proceeding that could have a material adverse effect on the Purchased Assets, the Real Property or the financial condition or results of operation of the Business.

Section 7.13. Intellectual Properties. Except for Seller's trade names and the Retained Assets, Seller does not use or own any patent, patent application, inventions (whether or not patentable and whether or not reduced to practice), trademark, service mark, copyright, computer program or software (excluding commercial word processing, accounting and financial analysis software for personal computers generally available in the retail market), Internet websites, domain names and registrations or applications for registration thereof in the conduct of the Business by Seller.

Section 7.14. Zoning. Except as set forth on Schedule 7.14 to this Agreement: (i) Seller is in compliance with all applicable building, zoning, land use or other similar statutes, laws, ordinances, regulations, permits or other requirements with respect to any Real Property and Seller has not received any notice alleging such a violation; (ii) there are no non-conforming uses, zoning or building code variances or any other use restrictions (whether written or oral) or special permits not set forth in the local zoning laws and building codes with respect to any Real Property; (iii) any operations on or uses of any Real Property that constitute nonconforming uses have been conducted with sufficient continuity so as to preserve the right to continue the existing operations and uses; and (iv) all reserves of clay, minerals, rock, sand and gravel located on any Real Property are within zoning classifications that will permit the quarrying and processing thereof subject to applicable setback and other conditions applicable to such zoning classification; and (v) Seller has not received any notice of (A) any pending or contemplated rezoning proceeding affecting the Real Property or (B) any pending or contemplated proceedings or public improvements which could or might result in the levy of any special tax or assessment against the Real Property. Schedule 7.14 sets forth with respect to the Real Property:(i)the zoning classifications applicable to the Real Property; and (ii) describes all variances, use restrictions or special permits (whether written or oral) applicable to the Real Property. Seller has delivered to Buyer all agreements, documents, permits or other writings, and has described any oral arrangement, pertaining to any such variance, use restriction or other special permit.

Section 7.15. Tax Matters. Seller has timely filed all required tax returns and reports relating to the Purchased Assets and the Business required to be filed or made on or prior to the Closing Date. Seller has paid (or has made adequate provision for) all taxes (including penalties and interest), withholdings and other governmental charges relating to the Purchased Assets and the Business for all periods ending on or prior to the Closing Date, and there are no unpaid taxes, withholdings or other governmental charges which if not paid, could cause Buyer to have any liability or affect the ability of the Buyer to operate the Business.

Section 7.16. Citations. Schedule 7.16 sets forth a true and complete list of MSHA, OSHA and other health and safety citations received by Seller since December 31, 1994 relating to the Business or the Purchased Assets. There is no "significant and substantial mining safety or health hazard" (as defined under MSHA) or "recognized hazard" (as such term is used under OSHA) affecting the Business.

Section 7.17. No Consents. Except as set forth on Schedule 7.17, no consent, approval, order or authorization of, or registration, declaration or filing with any governmental authority or other person on the part of Seller is required in connection with the execution or delivery of, or the performance of its obligations under this Agreement, the agreements to be executed and delivered pursuant to this Agreement or the consummation of any transaction contemplated hereby or thereby.

Section 7.18. Labor Relations. Seller does not have any employment agreement with any employees of the Business or any consulting agreement or other advisory arrangement with third persons in connection with the Business. Seller is (and since December 31, 1994 has been) in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not engaged in any unfair labor or unfair employment practice. Except as set forth on Schedule 7.18, there is no (and since December 31, ___ there have not been any): (i) unlawful employment practice discrimination charge relating to the Business before the Equal Employment Opportunity Commission ("EEOC") or any EEOC recognized state "referral agency"; (ii) unfair labor practice charge or complaint against Seller before the National Labor Relations Board ("NLRB"); (iii) labor strike, dispute, picketing, lockout, union organizing activity, union jurisdictional dispute, slowdown or stoppage or, to the knowledge of Seller, threatened against or involving or affecting the Business. No NLRB representation question exists respecting any employees of the Business. No grievance or arbitration proceeding relating to the Business is pending and no written claim therefore exists. Except as set forth on Schedule 7.18, there is no collective bargaining agreement relating to the Business which is binding on Seller.

Section 7.19. Employee Claims and Plans. Except as set forth on Schedule 7.19, there are presently no workers compensation claims or employment discrimination claims pending against Seller with respect to employees of the Business. Except as set forth on Schedule 7.19, Seller does not maintain, is not required to contribute to or otherwise participate in (and has not during the preceding five years maintained, contributed to or participated in) any group health or life insurance, pension, 401(k), profit-sharing, retirement, bonus, incentive, stock option or stock purchase, severance, welfare, compensation, fringe benefit or other employee benefit plan or arrangement, whether formal or informal (an "Employee Plan"), including, but not limited to, any "employee benefit plan" (as such term is defined in ERISA). Seller is not a party to a "multiemployer plan" as defined in Section 4001(a) of ERISA (a "Multiemployer Plan"), and no action has been taken nor has any event occurred that has resulted or is likely to result in any withdrawal liability to any Multiemployer Plan, which withdrawal liability is or will become a liability of Seller. None of the Employee Plans is an "employee pension benefit plan" within the meaning of Section (3)(2) of ERISA. With respect to each of the Employee Plans described on Schedule 7.19: (i) all required contributions have been paid in full; (ii) there are no pending claims for benefits other than in the ordinary course; and (iii) with the exception of employees currently receiving fully funded annuity benefits provided by Seller's insurance carriers, there are no employees drawing or are qualified to draw or who have claimed the right to draw long-term disability payments, including worker's compensation payments. Seller has complied in all material respects with all of its obligations under each of the Employee Plans and all provisions of ERISA, the Internal Revenue Code of 1986, as amended, and any and all other laws, releases and other official pronouncements applicable to the Employee Plans. Other than claims for benefits arising in the ordinary course of the administration operation of the Employee Plans or disclosed on Schedule 7.19, there is no issue pending or any issue resolved adversely by any governmental authority to any Employee Plan which may subject Seller to the payment of a tax or other amount. Seller will not have any liabilities (other than incurred in the ordinary course of business) for unpaid compensation or fringe benefits (including without limitation accrued sick leave or vacation pay) as of the Closing Date that are not disclosed on Schedule 7.19.

Section 7.20. Major Customers. Schedule 7.20 sets forth the names of the ten largest customers of Seller for the year ended December 31, ____ and the current year to date based on revenues. Except as set forth on such Schedule 7.20, Seller has not received any notice and does not otherwise have a reasonable basis to believe that any such customer will terminate or materially reduce its purchases from Seller.

Section 7.21. Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 7.22. Disclosure. No representation or warranty made by Seller in this Agreement, nor any statement, certificate, schedule, exhibit, representation, or other instrument furnished or to be furnished to Buyer by Seller or any representative of Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of material fact, or to the knowledge of Seller, omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading with respect to the Purchased Assets, or the financial condition or results of operations of the Business. Without limiting the preceding sentence, to the knowledge of Seller, there is no information concerning Seller, the Purchased Assets or the Business which has not heretofore been disclosed to Buyer which information could have a material adverse effect on the Purchased Assets or the financial condition, results of operations or prospects of the Business.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 8.1. Organization and Standing of Buyer. Buyer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to enter into this Agreement and the other agreements to be executed and delivered by it pursuant to this Agreement and to perform its obligations hereunder and thereunder.

Section 8.2. Authority. The execution and delivery of this Agreement and the other agreements to be executed and delivered by Buyer pursuant to this Agreement and the consummation by Buyer of the transactions contemplated by, and other compliance with and performance under them, have been duly authorized by all necessary action on the part of the Buyer in compliance with applicable law.

Section 8.3. No Violation. The execution and delivery of this Agreement and the other agreements to be executed and delivered by Buyer pursuant to this Agreement and the consummation by Buyer of the transactions contemplated hereby and thereby do not and will not (i) violate or conflict with any provision of the organizational documents of Buyer, (ii) violate or conflict with, or result (with the giving of notice or lapse of time or both) in a violation of or constitute a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, license, agreement or other instrument or obligation to which Buyer is a party or by which any of its assets may be bound, except for such violations or defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained, or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer or any of its assets.

Section 8.4. Enforceability. This Agreement and all agreements and instruments contemplated by this Agreement to which Buyer is a party or a signatory constitute the legal, valid and binding obligations of Buyer enforceable in accordance with their terms.

Section 8.5. No Litigation. There is no litigation, action, claim, proceeding, or governmental investigation pending or, to Buyer's knowledge, threatened against Buyer which may affect Buyer's ability to perform its obligations hereunder or under any agreement or instruments contemplated by this Agreement, and to the knowledge of Buyer, there is no basis for any such action.

Section 8.6. No Consents. No consent, approval, order, authorization of, or registration, declaration or filing with any governmental authority or other person on the part of Buyer is required in connection with the execution or delivery of, or the performance of its obligations under this Agreement or the other agreements contemplated by this Agreement or the consummation of any transaction contemplated hereby.

Section 8.7. Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section 8.8. Disclosure. No representation or warranty made by Buyer in this Agreement, nor any statement, certificate, schedule or exhibit or other instrument furnished or to be furnished to Seller by Buyer or its representatives pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE 9

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE BUYER

The obligations of Buyer under this Agreement shall, at the option of Buyer, be subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

Section 9.1. No Breach of Covenants or Misrepresentation of Warranties. There shall have been no breach in any material respect by the Seller in the performance of any of its covenants and agreements herein, and each of the representations and warranties of the Seller contained or referred to herein shall be true and correct in all material respects on the Closing Date as though made on the Closing Date, except for changes therein specifically permitted by this Agreement or resulting from any transaction expressly consented to in writing by the Buyer.

Section 9.2. Third Party and Governmental Consents. The parties shall have procured all of the third party consents, including, but not limited to, any third party consents required under the provisions of any of Sellers' Agreements, and all governmental approvals, authorizations and permits required in connection with the consummation of the transactions contemplated hereby, except where, in the Buyer's sole and absolute judgment, the failure to obtain such third party consents and/or governmental approvals, authorizations and permits shall not have a material adverse effect on the Purchased Assets, the Real Estate and/or the Business.

Section 9.3. Satisfactory Due Diligence Investigation. The Buyer shall have completed its due diligence investigation (including geological verification, appraisals, environmental audits, customer contracts and the like) of the Business and the Purchased Assets, and the same shall reflect satisfactorily on the Business and the Purchased Assets, in Buyer's sole and absolute discretion.

Section 9.4. Title Insurance. The Buyer shall have obtained title insurance in form and substance satisfactory to the Buyer relating to the Real Property, and the Seller shall have provided all affidavits reasonably required by the Title Company or title companies in order to obtain such title insurance.

Section 9.5. Opinion of Counsel for Seller. The Buyer shall have received from Watkins & Eager an opinion, in form reasonably satisfactory to Buyer, addressed to the Buyer and dated as of the Closing Date.

Section 9.6. Estoppel Certificates. The Buyer shall have received estoppel certificates from each lessor of Leased Real Property, in form and substance satisfactory to the Buyer, which estoppel certificates shall be in full force and effect as of the Closing Date, except where, in the Buyer's sole and absolute judgment, the failure to obtain such estoppel certificates will not have a material adverse effect on the Real Property and/or the Business.

Section 9.7. Satisfactory Documentation. All actions to be taken by the Seller in connection with consummation of the transactions contemplated hereby, and all ancillary certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Buyer and its counsel.

Section 9.8. No Restraint or Litigation. To the best knowledge of the Seller and the Buyer, no action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation or (iii) adversely effect the right of the Buyer to own the Purchased Assets or the Real Property or to operate the Business, and no such injunction, judgment, order, decree, ruling or charge shall be in effect.

Section 9.9. Survey. The Buyer shall have received at its own expense an ALTA Land Survey covering the Real Property, in form and substance satisfactory to the Buyer and its counsel (the "ALTA Survey").

ARTICLE 10

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

The obligations of the Seller under this Agreement shall, at the option of the Seller, be subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

Section 10.1. No Breach of Covenants or Misrepresentation of Warranties. There shall have been no breach in any material respect by the Buyer in the performance of any of its covenants and agreements herein, and each of the representations and warranties of the Buyer contained or referred to herein shall be true and correct in all material respects on the Closing Date as though made on the Closing Date, except for changes therein specifically permitted by this Agreement or resulting from any transaction expressly consented to in writing by the Seller.

Section 10.2. Opinions of Counsel for the Buyer. The Seller shall have received opinions from (i) __________________, in form reasonably satisfactory to Seller, addressed to the Seller and dated as of the Closing Date, and (ii) from ______________________________, in form reasonably satisfactory to Seller, addressed to the Seller and dated as of the Closing Date.

Section 10.3. No Restraint or Litigation. No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement, or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, and no such injunction, judgment, order, decree, ruling or charge shall be in effect.

Section 10.4. Satisfactory Documentation. All actions to be taken by the Buyer in connection with consummation of the transactions contemplated hereby, and all ancillary certificates, opinions, instruments and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Seller.

ARTICLE 11

INDEMNIFICATION

Section 11.1. General Indemnification Obligations.

(a) *General*. Subject to the other provisions of this Article 11, Seller, as one party, and Buyer, as one party, shall indemnify, defend and hold each other harmless from, against and in respect of any "Loss" (as defined below) as described in Sections 11.2 or 11.3 as being one as to which it is indemnified. The indemnification obligations in this Article 11, although stated in terms of the parties to this Agreement, shall be for the benefit of the parties, their permitted successors and assigns and the shareholders, officers, directors, partners, employees, agents and affiliates of any of them.

(b) *Loss*. The term "Loss" means any liability, loss, cost, damage, expense or payment (including (i) related reasonable attorneys', accountants' and other professional advisors' fees and expenses and incidental damages, (ii) reasonable attorneys' fees incurred in enforcing the indemnification provisions of this Agreement, (iii) amounts paid in settlement (made in accordance with the procedures of Sections 11.5 and 11.6) of a dispute with a person not a party to this Agreement that if resolved in favor of such third person would constitute a matter to which a party is indemnified pursuant to this Agreement, even though such settlement does not acknowledge that the underlying facts or circumstances constitute a violation of law or a breach of a representation and warranty or other matter as to which the party is indemnified, and (iv) reasonable costs and expenses necessary to avoid having a claim for indemnification against another party pursuant to this Agreement, to mitigate any such claim, or to correct facts and circumstances that would have resulted in its having a claim for indemnification against another party pursuant to this Agreement, *plus* interest on any of the foregoing from the date the Loss was incurred by the party seeking indemnification or the date on which any interest payable with respect to such Loss began to accrue, whichever is earlier, at the rate announced by CitiBank, N.A. in New York City as its base rate on the first business day in January of the year in which the Loss was suffered, adjusted annually thereafter as of January 1 of each succeeding year to such published rate on the last business day of the preceding year.

(c) *No Effect of Investigation or Waiver*. Neither the survival of the representations, warranties, covenants and agreements as described in Section 11.7, their enforceability nor any remedies for breaches of them shall be affected either by any investigation or finding made by any party to this Agreement or any knowledge of a party of any breach of another party, whether such a breach (or a party's knowledge of it) relates to periods prior to the date of this Agreement. No waiver by a party of a misrepresentation or breach of warranty, covenant or agreement by another party shall limit the effectiveness of such other party's other representations, warranties, covenants or agreements contained in this Agreement or the right of the waiving party to obtain indemnification as provided in this Article 11 unless otherwise expressly provided in the waiver instrument executed by the party waiving the misrepresentation or breach of warranty, covenant or agreement. The failure of Buyer to withhold payment of any amount owed to Seller as a reserve when it had the right to do so in a particular instance shall not constitute a waiver of its right to withhold any subsequent payment as a reserve or any other right of this Article 11.

(d) *Cooperation.* Buyer and Seller shall cooperate fully with each other and their respective attorneys, accountants and other representatives in connection with the defense or settlement of a matter for which a party has an indemnification obligation pursuant to this Article 11.

Section 11.2. Indemnity by Seller. Each Seller agrees, jointly and severally, to indemnify and hold harmless Buyer against any Loss suffered by Buyer, its affiliates, shareholders, officers, directors, partners, employees and agents, and their respective legal representatives, successors and assigns (the "Buyer Indemnitees"), arising out of, in connection with or resulting from:

(a) any breach of or failure to comply with any covenant or agreement made by any Seller in this Agreement or in any agreement delivered pursuant hereto;
(b) any inaccuracy in or breach of any of the representations or warranties made by any Seller herein or in any schedule, certificate or agreement delivered pursuant hereto;
(c) the Excluded Liabilities including, without limitation, liabilities or obligations to any Seller's employees of the Business arising in the course of their employment relationship with any Seller or under any benefit plans of any Seller;
(d) the application of any bulk sales law;
(e) any claim by any person for a brokerage or finder's fee or a commission or similar payment based upon any agreement or understanding alleged to have been made by any such person with any Seller (or any person acting on any Seller's behalf) in connection with the transactions contemplated by this Agreement; or

(f) any claim arising out of or related to any encroachment upon any real property or roads adjacent to the Real Property which occurred prior to the Closing Date, including any portion of any such claim for damages for continuation of such encroachment after the Closing Date.

Subsections 11.2(a) through 11.2(f) above shall be deemed to be independent bases for indemnification, and Buyer shall be entitled to indemnification under each subsection. The indemnification provided by this Section 11.2 shall encompass claims of the Buyer against Seller for any Loss sustained by the Buyer Indemnitees whether or not involving any claim, action or proceeding by a third party.

Section 11.3 Indemnity by Buyer. Buyer agrees to indemnify and hold harmless Seller against any Loss suffered by any Seller, its affiliates, shareholders, officers, directors, employees and agents, and their respective legal representatives, successors and assigns (the "Seller Indemnitees"), arising out of, in connection with or resulting from:

(a) any breach of or failure to comply with any covenant or agreement made by Buyer in this Agreement or in any agreement delivered pursuant hereto;
(b) any inaccuracy in or breach of any of the representations or warranties made by Buyer herein or in any schedule, certificate or agreement delivered pursuant hereto;
(c) the Assumed Liabilities; or
(d) any claim by any person for a brokerage or finder's fees or a commission or similar payment based upon any agreement or understanding alleged to have been made by such person with Buyer (or any person acting as Buyer's behalf) in connection with the transactions contemplated by this Agreement.

Subsection 11.3(a) through 11.3(d) above shall be deemed to be independent bases for indemnification and Seller shall be entitled to indemnification under each subsection. The indemnification provided by this Section 11.3 shall encompass claims by Seller against Buyer for any Loss sustained by the Seller Indemnitees whether or not involving any claim, action or proceeding by a third party.

Section 11.4. Notification to Seller and Related Matters.

(a) *Notice of Claim.* Buyer shall, within a reasonable time after receiving notification of a Loss or a potential Loss, notify Seller in writing of the facts that are the basis of such Loss (a "Buyer Claim") which Buyer has determined has given rise to a right of indemnification under this Agreement, and Seller shall have 30 days from receipt of Buyer's notice to contest any such claim. Notwithstanding the foregoing, a delay in providing any notice pursuant hereto shall not prejudice any right to indemnification under this Agreement except to the extent the Seller is actually prejudiced by such failure. The amount of the Buyer Claim as set forth in the notice shall be based upon Buyer's good faith opinion of the reasonable maximum exposure to Seller but shall not limit Buyer's rights to indemnification if the resulting Loss exceeds the amount set forth in the notice.
(b) *Third Party Claim.* If any Buyer Claim relates to a claim or demand by a third party against any Buyer Indemnitee, and Seller acknowledges its

obligation to indemnify the Buyer Indemnitees with respect to such claim or demand and provides evidence reasonably satisfactory to Buyer that it has the financial capacity to satisfy such Loss within 30 days from receipt of Buyer's notice of a Buyer Claim, Seller shall have the right to settle any such claim or demand (at Seller's expense and without admitting that Buyer had any liability with respect thereto or imposing any future liability or obligation on Buyer or adversely affecting Buyer's operations or the Purchased Assets) or to employ counsel reasonably acceptable to Buyer to defend any such claim or demand asserted against Buyer. Buyer shall have the right to participate in the defense of any such claim with counsel of Buyer's selection. So long as Seller is defending in good faith any such claim or demand, Buyer will not settle such claim or demand; *provided, however*, Buyer shall have the right, but not the obligation, to take action with respect to a third party claim (other than settling such claim or demand) if Buyer believes in good faith that such action is reasonably required to minimize damages or avoid a forfeiture or penalty imposed by applicable law. Buyer shall make available to Seller or its representatives, at Seller's expense, all records and other materials required by it for its use in contesting any such claim or demand asserted by a third party against Buyer. If Seller does not acknowledge its indemnification obligation with respect to a Buyer Claim or does not provide evidence reasonably satisfactory to Buyer that it has the financial capacity to satisfy such Loss, Seller shall be deemed to have waived its right to defend or settle such Buyer Claim and Buyer shall have the right to defend or settle such Buyer Claim, and shall continue to be entitled to indemnification pursuant to this Article 11. Buyer may only settle a Buyer Claim in which Buyer is entitled to defend or settle upon delivery to Seller of a statement by counsel for the Buyer that any such proposed settlement would be in good faith under the circumstances of such Buyer Claim. If Seller objects to such proposed settlement, its sole remedy shall be either to assume the defense of such Buyer Claim or pay the Buyer's attorneys' fees and other out-of-pocket costs incurred thereafter in continuing defense of such Buyer Claim. If Seller rejects any such proposed settlement, it shall be liable to Buyer for any amount paid by Buyer in excess of the settlement amount included in the rejected settlement offer, whether or not Seller would otherwise be liable to indemnify Buyer with respect to such Buyer Claim.

(c) *Other Claims.* If a Buyer Indemnitee suffers a Loss other than that arising from a claim or demand asserted by a third party, Buyer shall notify Seller of Buyer's claim or demand against Seller and Buyer's demand for indemnification hereunder. Seller shall then promptly pay to Buyer the amount of the Loss, if undisputed. In the event that Seller shall dispute such Buyer Claim or any portion thereof, Seller shall immediately notify Buyer in writing, specifying in detail the portion of such Loss (if less than all) which is disputed and the facts relied upon by Seller as a basis for such dispute. Seller and Buyer agree to negotiate in good faith to attempt to reach a resolution of any disputed Buyer Claim for indemnification hereunder in order to attempt to avoid resorting to a court of competent jurisdiction for such resolution.

Section 11.5. Notification to Buyer and Related Matters.

(a) *Notice of Claim.* Seller shall, within a reasonable time after receiving notification of a Loss or a potential Loss, notify Buyer in writing of the facts that are the basis of such claim of Loss (a "Seller Claim") which Seller has determined has given rise to a right of indemnification under this Agreement, and Buyer shall have 30 days from receipt of Seller's notice to contest any such claim. Notwithstanding the foregoing, a delay in providing any notice pursuant hereto shall not prejudice any right to indemnification under this Agreement except to the extent the Buyer is actually prejudiced by such failure. The amount of the Seller Claim as set forth in the notice shall be based upon Seller's good faith opinion of the reasonable maximum exposure to Buyer but shall not limit Seller's rights to indemnification if the resulting Loss exceeds the amount set forth in the notice.

(b) *Third Party Claims.* If any Seller Claim relates to a claim or demand by a third party against any Seller Indemnitee, and Buyer acknowledges its obligation to indemnify the Seller Indemnitee with respect to such claim or demand within 30 days from receipt of Seller's notice of a Seller Claim, Buyer shall have the right to settle any such claim or demand (at Buyer's expense and without admitting that Seller had any liability with respect thereto or imposing any future liability or obligation on Seller (except for its indemnification obligations under this Agreement)) or to employ counsel reasonably acceptable to Seller to defend any such claim or demand asserted against Seller. Seller shall have the right to participate in the defense of any such claim with counsel of Seller's selection. So long as Buyer is defending in good faith any such claim or demand, Seller will not settle such Seller Claim or demand. Seller shall make available to Buyer or its representatives, at Buyer's expense, all records and other materials required by it for its use in contesting any such claim or demand asserted by a third party against Seller. If Buyer does not acknowledge its indemnification obligation with respect to the Seller Claim, Buyer shall be deemed to have waived its right to defend or settle such Claim and Seller shall have the right to defend or settle such Seller

Claim, and shall continue to be entitled to indemnification pursuant to this Article 11. Seller may only settle a Seller Claim in which Seller is entitled to defend or settle upon delivery to Buyer of a statement by counsel for the Seller that any such proposed settlement would be in good faith under the circumstances of such Seller Claim. If Buyer objects to such proposed settlement, its sole remedy shall be either to assume the defense of such Seller Claim or pay the Seller's attorneys' fees and other out-of-pocket costs incurred thereafter in continuing the defense of such Seller claim. If Buyer rejects any such proposed settlement, it shall be liable to Seller for any amount paid by Seller in excess of the settlement amount included in the rejected settlement offer, whether or not Buyer would otherwise be liable to indemnify Seller with respect to such Seller Claim.

(c) *Other Claims*. If a Seller Indemnitee suffers a Loss other than that arising from a claim or demand asserted by a third party against Seller, Seller shall notify Buyer of Seller's claim or demand against Buyer and Seller's demand for indemnification hereunder. Buyer shall then promptly pay to Seller the amount of Seller's Loss, if undisputed. In the event that Buyer shall dispute such Seller Claim or any portion thereof, Buyer shall immediately notify Seller in writing, specifying in detail the portion of such Loss (if less than all) which is disputed and the facts relied upon by Buyer as a basis for such dispute. Buyer and Seller agree to negotiate in good faith to attempt to reach a resolution of any disputed Seller Claim for indemnification hereunder in order to attempt to avoid resorting to a court of competent jurisdiction for such resolution.

Section 11.6. Nature and Survival of Representations and Warranties. All statements contained in any certificate or other instrument delivered by a party hereto pursuant to this Agreement, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties by such party. The representations, warranties, covenants, indemnities and agreements of the parties contained herein or in any instrument or document delivered or to be delivered pursuant to this Agreement shall survive the Closing and shall not merge into any of the deeds or other documents delivered at the Closing; *provided, however*, that (i) representations and warranties contained in Sections 7.8(g)(1) and 7.8(g)(2) and claims for indemnification thereunder shall survive the Closing without limitation; (ii) representations or warranties contained in Section 7.12 and claims for indemnification thereunder shall survive for a period of ten (10) years from the Closing Date; (iii) any representations or warranties and related claims for indemnification relating to any claim for taxes shall survive until ninety (90) days after the expiration of the applicable statute of limitations (as may be extended by agreement tolling the running thereof) for the taxing authority to file claims or assessments against the taxpayer; and (iv) representations and warranties and related claims for indemnification shall survive for a period of five (5) years from the Closing Date (unless a longer period is provided in clauses (i), (ii) or (iii) immediately preceding). Notwithstanding the preceding sentence, if notice of a breach of representation or warranty shall have been given to Buyer or Seller, as the case may be, prior to the date on which such representation or warranty would otherwise terminate pursuant to this Section 11.7, then such representation or warranty shall survive the time at which it would otherwise terminate pursuant hereto solely with respect to the subject matter referred to in such notice. Notwithstanding anything else in this Agreement to the contrary, the indemnification rights of Buyer under Sections 11.2(a), 11.2(c), 11.2(d), 11.2(e) and 11.2(f), and the indemnification rights of Seller under Sections 11.3(a), 11.3(c) and 11.3(d), shall survive the Closing without limitation.

Section 11.7 Set-Off. In addition to its rights to proceed against the Indemnification Escrow as set forth in this Article 11, Buyer shall have the right to set off any Loss incurred or suffered by a Buyer Indemnitee for which Seller is obligated to indemnify Buyer under this Article 11 against any payment due Seller from Buyer pursuant to this Agreement or otherwise. Buyer shall provide Seller with reasonable prior notice of any such set-off.

ARTICLE 12

MISCELLANEOUS

Section 12.1. Notices. Any notice, communication or request under this Agreement to either of the parties shall be in writing and shall be effectively delivered if delivered personally or sent by overnight courier service (with all fees prepaid), or by telecopy as follows:

If to Buyer: ______________________________

with a copy to: ___________________________

or to Seller: ______________________________

with a copy to: ___________________________

Any such notice, request, demand or other communication shall be deemed to be given if delivered in person, on the date delivered, if made by facsimile transmission, on the date transmitted, or, if sent by overnight courier service, on the date sent as evidenced by the date of the bill of lading; and shall be deemed received if delivered in person, on the date of personal delivery, if made by facsimile transmission, upon confirmation of receipt (including electronic confirmation), or if sent by overnight courier service, on the first business day after the date sent. Any party sending a notice, request, demand or other communication by facsimile transmission shall also send a hard copy of such notice, request, demand or other communication by one of the other means of providing notice set forth in this Section 12.1. Any notice, request, demand or other communication shall be given to such other representative or at such other address as a party to this Agreement may furnish to the other parties in writing pursuant to this Section 12.1.

Section 12.2. Headings; Captions. The captions and other headings contained in this Agreement as to the contents of particular articles, sections, paragraphs or other subdivisions contained herein are inserted for convenience of reference only and are in no way to be construed as part of this Agreement or as limitations on the scope of the particular articles, sections, paragraphs or other subdivisions to which they refer and shall not affect the interpretation or meaning of this Agreement.

Section 12.3. Specific Performance; Remedies Cumulative; Costs. Seller acknowledges that the right of Buyer to consummate the transactions contemplated by this Agreement are special, unique and of extraordinary character, and that, in the event that Seller violates or fails and refuses to perform any covenant or agreement made by it in this Agreement, then Buyer may be without adequate remedy at law. Seller agrees, therefore, that in the event it violates or fails and refuses to perform any covenant or agreement made by it in this Agreement, Buyer may, in addition to any remedies at law for damages or other relief, institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief. The rights and remedies specified in any provision of this Agreement are in addition to all the rights and remedies a party may have under any other provision of this Agreement or applicable law, including any right to equitable relief and any right to sue for damages under this Agreement, and all such rights and remedies are cumulative. Without limiting the foregoing, no exercise of a remedy shall be deemed an election excluding any other remedy (any such claim by any other party being hereby waived). A party who prevails in prosecuting or defending an action with respect to this Agreement shall (in addition to any other relief hereunder) be paid by the other party all costs, fees and expenses, including reasonable attorneys' fees, incurred by the prevailing party in action.

Section 12.4. Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all of the terms and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner or adverse to any party hereto.

Section 12.5. Incorporation of Schedules and Exhibits. This Agreement shall be deemed to have incorporated by reference all of the schedules and exhibits referred to herein to the same extent as if such schedules and exhibits were fully set forth herein. Each reference herein to "the Agreement" or "this Agreement" shall be construed to include each such schedule and exhibit.

Section 12.6. Entire Agreement; Amendment; Waiver. This Agreement and the schedules and exhibits attached hereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understandings between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by an officer of Buyer and an officer of Seller. The granting of any waiver with respect to any failure to comply with any provision of this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply with any provision of this Agreement.

Section 12.7. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto, and their respective successors and assigns, but no assignment shall relieve any party of its obligations hereunder.

Section 12.8. Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Mississippi.

Section 12.9. Waiver of Jury Trial. Each of the parties irrevocably waives any right to a jury trial with respect to any matter arising out of or in connection with this Agreement.

Section 12.10. Counterparts. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12.11. Certain Definitions. The parties agree: (i) that "applicable law" means all provisions of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (ii) "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity; (iii) an "affiliate" of, or person "affiliated" with a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified; (iv) "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise; and (v) "including" and other words or phrases of inclusion, if any, shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as nonexclusive, non-characterizing illustrations.

Section 12.12. Negotiated Agreement. Each of Seller and Buyer acknowledges that it has been advised and represented by counsel in the negotiation, execution and delivery of this Agreement and accordingly agrees that if any ambiguity exists with respect to any provision of this Agreement, such provision shall not be construed against any party solely because such party or its representatives were the drafters of any such provision.

IN WITNESS WHEREOF, Seller and Buyer has each executed or caused this Agreement to be duly executed on their respective behalves by their respective duly authorized officers, all as of the day and year first above written.

BUYER: ______________________________

SELLER: ______________________________

Part 4. Changes and Dissolution.

§ 1-18. Plan of Complete Liquidation and Dissolution.

PLAN OF COMPLETE LIQUIDATION AND DISSOLUTION OF ________________________, A MISSISSIPPI CORPORATION

This Plan of Complete Liquidation and Dissolution of ______________ ___________________, a Mississippi corporation (the "Plan") is for the purpose of effecting the complete liquidation and dissolution of _______ ________________ (the "Corporation") in accordance with the laws of the State of Mississippi and the terms of this Plan as follows:

1. Shareholder Approval. The Board of Directors of the Corporation shall submit the Plan to the shareholders of the Corporation for consideration, approval and adoption. The Plan shall become effective upon the approval and adoption of the Plan by the affirmative vote of a majority of all the votes entitled to be cast on the proposal.

2. Effective Dates. The effective date of the adoption of the Plan shall be the date as of which the shareholders approve the Plan. The effective date of the dissolution of the Corporation shall be ____________.

3. Liquidation of Business and Affairs. Upon shareholder approval of the Plan, the officers of the Corporation are authorized and directed to proceed promptly to wind up the Corporation's business and affairs, to collect and reduce to possession its assets, to pay or provide for its liabilities and any claims against the Corporation (as more specifically hereinafter provided), to distribute the remaining assets and property to the shareholders, and to take such other actions as are necessary to wind up the Corporation's business and affairs.

4. Notice of Known Claims. Unless the Board of Directors shall determine not to do so, the officers shall, after the effective date of the Corporation's dissolution, dispose of the known claims against it (if any) by following the procedure set forth in § 79-4-14.06, Mississippi Code Annotated (Rev. 1996). The officers of the Corporation are authorized and directed to give the written notice(s) required by such procedure.

5. Notice to Unknown Claimants. If the Board of Directors shall determine to do so, the officers shall, after the effective date of the Corporation's dissolution, publish notice of its dissolution and request in such notice presentation of claims against the Corporation in accordance with the procedure set forth in § 79-4-14.07, Mississippi Code Annotated (Rev. 1996). The officers of the Corporation are authorized and directed to cause notice of dissolution of the Corporation to be published in accordance with the statutory procedure.

6. Payment and Provision for Liabilities and Claims. Upon adoption of the Plan (and continuing after the effective date of the dissolution of the Corporation), the officers of the Corporation shall cause the Corporation to pay all known and ascertainable liabilities.

7. Distribution to Shareholders. All assets and property remaining in the Corporation after payment of all known and ascertainable liabilities shall be distributed to the shareholders. Distributions of such property may be made at any time and from time to time but shall be made as promptly as reasonably practical after the effective date of the dissolution of the Corporation. The Corporation may sell or exchange the property of the Corporation and distribute the proceeds of such sale or exchange in the course of the liquidation of the property of the Corporation.

8. Cessation of Business. After the effective date of the dissolution, the Corporation shall not carry on any business except such business as is necessary or appropriate for the Corporation to wind up and liquidate its business and affairs in accordance with this Plan and applicable law.

9. Withdrawal from Other States. Upon adoption of the Plan (and continuing after the effective date of the dissolution of the Corporation), the officers are authorized and directed to cause the Corporation to withdraw its qualification from each state (if any other than Mississippi) in which the Corporation is qualified to do business.

10. Powers of Directors and Officers. The directors and officers of the Corporation are authorized and directed to take such actions and do such things as they deem necessary or desirable to carry out the terms and purposes of this Plan, whether or not specifically so authorized in other sections of this Plan, including, without limitation, the execution and filing of the Articles and all certificates, reports, tax returns, tax filings and other documents which may be necessary or appropriate to implement the Plan. The director may, without further shareholder approval, authorize such variations from and amendments to the Plan as the director may determine to be necessary or appropriate to carry out the intentions of the directors and shareholders to effectuate the dissolution, complete liquidation and termination of existence of the Corporation, and the distribution of the Corporation's property to its shareholders (after payment or provision for its liabilities and valid claims against it).

11. Continuation of Director and Officers. The director now in office, and, unless removed and/or replaced, the officers of the Corporation shall continue to serve in such positions for the purposes of completing the liquidation and dissolution of the Corporation in accordance with this Plan and applicable law.

WITNESS THE SIGNATURE of the Directors of the Corporation evidencing the adoption of the foregoing Plan of Complete Liquidation and Dissolution of ______________________________, a Mississippi corporation, effective ______________________, subject to shareholder approval.

DIRECTORS:

Date: ____________________ ____________________________

Date: ____________________ ____________________________

Part 5. Limited Liability Companies.

§ 1-19. Limited Liability Company Operating Agreement.

LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF

____

THIS AGREEMENT is hereby made and entered into by the Members and Managers of ________________, a Mississippi limited liability company (the "LLC").

WITNESSETH:

WHEREAS, the initial Member formed the LLC effective _______, _____, 20_____, pursuant to a Certificate of Formation filed with the Secretary of State of Mississippi on __________ _______, 20_____; and

WHEREAS, each of the parties hereto is of lawful age and otherwise legally competent to enter into this Limited Liability Company Operating Agreement (the "LLC Agreement") as a Member of the LLC pursuant to Mississippi Code Annotated, § 79-29-306 (Rev. 1998) and other applicable law; and

WHEREAS, the parties hereto desire to enter into this LLC Agreement setting forth the terms of the operation of the LLC, the governance of the LLC, the management of the business and affairs of the LLC and other matters as more specifically hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements provided herein to be kept and performed and other good and valuable consideration, the parties do hereby agree to the terms, conditions and provisions hereinafter set forth:

ARTICLE I

ORGANIZATION

1.01. Formation. The LLC was organized as a Mississippi limited liability company by the filing of a Certificate of Formation for the LLC with the Secretary of State of Mississippi. The Certificate of Formation was filed and effective __________ _______, 20______.

1.02. Name. The name of the LLC is "_______________" and all company business must be conducted in that name or in such other names (including trade names) that comply with applicable law as the Managers may select from time to time.

1.03 Registered Office and Registered Agent. The registered office of the LLC required to be maintained in the State of Mississippi shall have as its street address at _______________, ___________, Mississippi _______, and its mailing address at _____________, __________, Mississippi ________. The street and/or mailing address of the registered office of the LLC may be changed from time to time as the Managers may designate in the manner provided by law. The registered agent of the LLC in the State of Mississippi shall be (Name of Registered Agent). The registered agent may be changed from time to time to such person as the Managers may designate in the manner provided by law.

1.04. Principal Office and Other Offices. The principal office of the LLC shall be located at ________________, __________, Mississippi ______. The address of the principal office of the LLC in the State of Mississippi may be changed from time to time by the Managers of the LLC. The LLC shall maintain the records required by Mississippi law at the principal office of the LLC in the State of Mississippi. The LLC may have such other offices either within or without the State of Mississippi as the Managers of the LLC may designate from time to time.

1.05. Purposes. The purposes of the LLC are to engage in any lawful activity, and to deal in and with any property of any kind, character or description, whether tangible, intangible, real, personal or mixed, and wheresoever located, in or by any lawful way, manner or means.

1.06. Foreign Qualification. Prior to the LLC's conducting business in any jurisdiction other than Mississippi, the Managers shall cause the LLC to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the LLC as a foreign limited liability company in that jurisdiction. At the request of the Managers each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this LLC Agreement that are necessary or appropriate to qualify, continue and terminate the LLC as a foreign limited liability company in all such jurisdictions in which the LLC may conduct business.

1.07. Term. The LLC commenced on __________ _______, 20______, the effective date set forth in the Certificate of Formation filed with the Secretary of State of Mississippi and shall continue in existence for the period fixed in this

LLC Agreement for the duration of the LLC, or such earlier time as this LLC Agreement may specify.

1.08. No State Law Partnership. The Members intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager with respect to the operations of the LLC for any purposes other than federal and state tax purposes, and this LLC Agreement shall not be construed to suggest otherwise.

ARTICLE II

MEMBERS

2.01. Initial Members. The initial and current sole Member of the LLC is ____________, who was admitted to the LLC as a Member effective ___________ ________, 20______. All references herein to "Members" shall be deemed to refer to ____________________individually until there are additional Members admitted to the LLC. In addition, the provisions of this Agreement relating to the activities of Members (meetings, voting, etc.) shall be construed in a flexible manner so as to accommodate the existence of one Member.

2.02. Admission of Members. A person may become a new Member only upon the written consent of (percent [words]) percent ((percent [figures])%) of the interest in the profits of the LLC and upon compliance with all of the provisions of this LLC Agreement. The terms of admission or issuance of an interest in the LLC must specify the percentages for the sharing of profits and losses and may provide for the creation of different classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group approved by the Members in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment shall be executed by the Members. Any such admission also must comply with the requirements described elsewhere in this Agreement and is effective only after the new Member has executed and delivered to the Members and Managers a document including the new Member's notice address and the new Member's consent to be bound by this Agreement.

Notwithstanding the foregoing, however, if a deceased Member was the sole Member of the LLC at the time of that Member's death, his or her estate shall be admitted as a Member of the LLC with all of the rights available to Members under this Agreement and applicable law. Alternatively, if there is at least one remaining Member of the LLC, the personal representative of a deceased Member's estate shall have only the rights set forth in Section 79-29-705, Miss.

Code Ann. (Rev. 1998), subject to the option to purchase a deceased Member's interest set forth in Article VIII of this Agreement.

2.03. Restrictions on the Disposition of an Interest. Except as otherwise hereinafter expressly provided, a Member may not assign, sell, convey, transfer, donate, distribute, mortgage, deed, pledge, hypothecate or in any other manner dispose of, in whole or in part, directly or indirectly, by operation of law, or otherwise, such Member's interest in the LLC or any part thereof, without the prior written consent and approval of each other Member first had and obtained, and any such disposition, or attempted disposition, without such written consent and approval shall be null and void and of no force and effect.

2.04. Conditional Permitted Disposition.

A. If any Member desires to sell all or any part of such Member's interest in the LLC or desires to secure payment of any loan by encumbering all or any part of such interest, such Member is permitted to do so only in a transaction which is not conditioned upon the concurrent sale, transfer or encumbrance of any right, title or interest in any other property, and only after offering such interest to the other Members on the same terms, conditions and provisions as offered to such Member by a bona fide offeror or lender with respect to such interest, who is ready and able to perform the terms, conditions and provisions of such offer. The terms, conditions and provisions of such offer shall be promptly communicated in writing to each other Member, together with the name and address of such offeror or lender, and such other Members shall thereupon have an option for a period of (number of days [words]) ((number of days [figures])) days after receipt of such notice to elect to meet such offer upon the terms, conditions and provisions thereof. Such election to meet such offer shall be exercised in writing and delivered to the Member offering such interest (either by outright disposition or by encumbrance to secure payment of a loan) within said (number of days [words]) ((number of days [figures])) day period. If more than one Member desires to participate in the purchase of such interest or the making of such loan secured by such interest then, unless otherwise agreed among the Members desiring to participate in such disposition, all such Members shall purchase or lend in the ratio that their respective interests in the LLC prior to such purchase or loan bear to each other. If the offering Member does not receive such election by any of the other Members to meet the offer of the offeror or lender within said (number of days [words]) ((number of days [figures])) day period, then the offering Member is permitted to complete the transaction in strict compliance with said offer by such offeror or lender within (number of days [words]) ((number of days [figures])) days next following the expiration of said (number of days [words]) ((number of days [figures])) day period; provided, that if the offering Member fails to so complete said transaction with such offeror or lender within said period of (number of days [words]) ((number of days [figures])) days, then the rights of the other Members hereinabove set forth in this Section 2.04 shall be revived, and the offering Member shall not be permitted to complete the transaction with said offeror or lender unless said other Members shall again have elected not to meet the terms, conditions and provisions of said offer.

B. Notwithstanding the provisions of this Section, a Member is permitted to transfer any interest in the LLC by bequest or devise to any spouse, child or other direct lineal descendant of a Member by Will or pursuant to the laws of descent and distribution or intestate succession in the event any Member dies intestate; or by inter vivos transfer to any such spouse, child or other direct lineal descendant evidenced by a writing validly or lawfully transferring such interest to such spouse, child or direct lineal descendant; or by devise or bequest to any other Member, the spouse of any other Member, the child of any other Member, or any other direct lineal descendant of any other Member by Will or pursuant to the laws of descent and distribution or by inter vivos transfer. The term "direct lineal descendant" shall include for purposes of this Section 2.04 of this Agreement each natural and legally adopted child of a Member's child, i.e., the grandchildren of each Member and their direct lineal descendants. Provided, that in the case of a legally adopted grandchild of a Member or other more remote direct lineal descendant of a Member such descendant shall have been legally adopted prior to such person's attainment of seven (7) years of age. Notwithstanding the foregoing, however, any permitted transfer of an interest in the LLC by bequest or devise shall be made subject to the option of the LLC and the Members of the LLC to purchase the interest of a deceased Member of the LLC, set forth in Article VIII of this Agreement.

C. Each interest in the LLC of any Member transferred or encumbered in accordance with the provisions of this Section, whether inter vivos, or by devise, inheritance or otherwise, is expressly subject to each of the terms, conditions and provisions of this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and activities thereof, and each such inter vivos transaction involving a transfer, encumbrance or other disposition of any such interest by a Member shall expressly so provide in writing in the instrument reflecting such transfer, encumbrance or disposition of such interest. No transfer, encumbrance or other disposition of any such interest shall be binding on the LLC or any Member or Manager thereof unless and until the original or a certified copy of each instrument or document evidencing such transfer, encumbrance or other disposition has been delivered to each Member and Manager thereof. Provided further that neither the LLC or any Member or Manager shall be required to recognize a transferee of an interest in the LLC as a Member of the LLC unless and until such transferee has executed and delivered to the other Members and Managers an instrument signed by the transferee ratifying and adopting this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and affairs thereof. Further, in order to be recognized as a Member of the LLC, such transferee shall also execute, acknowledge if appropriate, and deliver each and all other instruments and documents necessary, convenient or appropriate to cause such transferee and the interest acquired thereby in this LLC to be committed to this LLC Agreement and to the same agreements, agency appointments, management arrangements, directives and policies by which the other Members and their respective interests in this LLC are governed and committed. Any transferee of an interest in the LLC that fails or refuses to take the actions hereinabove required to be recognized as a member of the LLC shall be an assignee as provided in Paragraph D of this Section 2.04. For accounting purposes, the LLC shall be obligated only to reflect a transfer of an interest in the LLC as of the first day of the calendar month next, following full compliance with all of the conditions precedent hereinabove provided with respect to such transfer, encumbrance or other disposition of an interest in the LLC. It is specifically provided that any such transfer or disposition of an interest in the LLC by a Member shall not relieve such Member of any of such Member's obligations or liabilities under this Agreement accruing prior to completion of such transfer or other disposition, or with respect to any event, action or inaction occurring in connection with the LLC prior to such transfer.

D. Any transferee of an interest in the LLC pursuant to this Section 2.04 of this Agreement shall be entitled to only those rights of assignees set forth in Section 79-29-702, Miss. Code Ann. (Rev. 1998), unless admitted as a Member in accordance with Section 2.02 of this Agreement.

2.05. Information.

A. In addition to the other rights specifically set forth in this LLC Agreement, each Member is entitled to all information to which a Member is entitled under the Mississippi Limited Liability Company Act.

B. The Members acknowledge that from time to time they may receive confidential information from or regarding the LLC, the release of which may be damaging to the LLC or persons with which it does business. Each Member agrees to hold in strict confidence any information the Member receives regarding the LLC that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another Member or Manager, except for disclosures (i) compelled by law (but the Member must notify the Managers promptly of any request for that information, before disclosing it if practicable), (ii) to advisors or representatives of the Member or persons to which that Member's membership interest may be disposed as permitted by this LLC Agreement, but only if the recipients have agreed to be bound by the provisions of this Agreement, or (iii) of information that the Member also has received from a source independent of the LLC and the Member reasonably believes such information to have been obtained without breach of any obligation of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the LLC for which monetary damages are inadequate, difficult to compute or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance including, without limitation, injunctive relief.

2.06. Liabilities to Third Parties. No Member or Manager shall be liable for the debts, obligations or liabilities of the LLC, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, Manager, agent or employee of the LLC, whether under a judgment, decree or order of a Court or arising in any other manner. Provided that no Member or Manager shall be prohibited from entering into a specific guaranty of performance or payment with respect to any contractual obligation of the LLC.

2.07. Limitation of Liability of Members. No Member shall be liable to the LLC for money damages for any action taken, or any failure to take any action, as a Member, except liability for:

A. The amount of a financial benefit received by a Member to which he or she is not entitled;
B. An intentional infliction of harm on the LLC or any other Member;
C. An intentional violation of criminal law; or
D. A violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

2.08. Lack of Authority. Except as expressly provided for under this LLC Agreement, no Member (other than a Manager) has the authority or power to act for or on behalf of the LLC, to do any act that would be binding on the LLC, or to incur any expenditures on behalf of the LLC.

2.09. Voting.

A. A majority in percentage of the total profits interest of Members (i.e. more than fifty percent (50%) of the interest in the profits of the LLC) constitutes a quorum. All references in this LLC Agreement to a "majority in interest" when referring to the Members of the LLC shall mean a majority of the interest in the profits of the LLC. Unless otherwise expressly provided, any action required or permitted to be taken by the Members of the LLC may be taken upon the affirmative vote of a majority in interest of the LLC which vote shall constitute a valid decision of the Members. Each Member of the LLC shall be entitled to vote his or her profits interest on any matter entitled to be voted on by the Members.

B. Members may vote by proxy appointed by an instrument in writing bearing a date not more than one (1) year before the meeting.

2.10. Members' Meetings. All meetings of the Members shall be held at such time and place, within or without the State of Mississippi, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Regular meetings of the Members shall be held annually or more frequently, as the majority in interest of the Members shall determine.

2.11. Action Without Meeting. Members may take any action without a meeting if consented to in writing by all Members. Such consent shall have the same force and effect as a unanimous vote at a meeting.

2.12. Conduct of Meetings. All meetings of the Members shall be presided over by the Chairman of the meeting, who shall be a Member or Manager designated by a majority in interest of the Members.

2.13. Notice. Written notice of each meeting of the Members shall be delivered to each Member stating the place, date and hour of the meeting and, in the case of the special meeting, the purposes of the meeting.

2.14. Waiver of Notice. Any Member may waive the notice of a meeting of the Members by a signed writing.

2.15. Annual Meeting. The annual meeting of the Members for the election of Managers and for the transaction of all other business which may come before the meeting shall be held on the (first/second/third) (weekday) in (month) in each year (if not a legal holiday and, if a legal holiday, then on the next following business day) at the hour specified in the notice of the meeting. If the annual meeting is not held on the date above specified, or if the election of Managers shall not be held on that date, the Managers shall cause a special meeting of the Members in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the LLC.

2.16. Special Meetings. Special meetings of the Members may be called at any time by a Manager or by the holders of at least (percent [words]) percent ((percent [figures])%) of the membership interests entitled to be voted at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on at such meeting.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.01. Initial Contributions. The initial member, ____________, has contributed the property set forth on Exhibit A to the LLC Agreement for which (he/she) received a one hundred percent (100%) ownership interest in the LLC.

3.02. Subsequent Contributions. No Member is obligated to make any additional contribution to the capital of the LLC (including a contribution to restore a Member's negative capital account), but additional contributions of capital may be made to the LLC upon such terms, conditions and provisions as are mutually agreed upon by the Members.

3.03. Return of Contributions/Withdrawal. No Member may withdraw from the LLC, and no Member is entitled to the return of any part of such Member's capital contribution or to be paid interest in respect of either the Member's capital account or capital contribution at any time. An unrepaid capital contribution is not a liability of the LLC or of any Member. A Member is not required to contribute or lend any cash or property to the LLC to enable the LLC to return any Member's capital contribution.

3.04. Advances by Members. If the LLC does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the Managers' consent may advance all or part of the needed funds to or on behalf of the LLC. An advance described in this Section constitutes a loan from the Member to the LLC, bears interest at the General Interest Rate hereinafter defined from the date of the advance until the date of payment, and is not a capital contribution.

3.05. Capital Accounts. A capital account shall be established and maintained for each Member. Each Member's capital account (a) shall be increased by (i) the amount of money contributed by that Member to the LLC, (ii) the fair market value of property contributed by that Member to the LLC (net of liabilities secured by the contributed property that the LLC is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to that Member of LLC income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. § 1.704-1(b)(4)(i), and (b) shall be decreased by (i) the amount of money distributed to that Member by the LLC, (ii) the fair market value of property distributed to that

Member by the LLC (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to that Member of expenditures of the LLC described in Section 705(a)(2)(B) of the Code, and (iv) allocations of company loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding items described in Clause (b)(iii) above and loss or deduction described in Treas. Reg. § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii). The Members' capital accounts also shall be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. § 1.704-1(b)(2)(iv) and § 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g). On the transfer of all or a part of the interest of a Member in accordance with the terms of this Agreement the capital account of the transferor that is attributable to the transferred interest of the Member or part thereof shall carry over to the transferee Member in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(l).

ARTICLE IV

ALLOCATIONS, DISTRIBUTIONS AND SHARING OF PROFITS AND LOSSES

4.01. Allocations and Sharing of Profits and Losses. Except as may be required by Section 704(c) of the Code and Treas. Reg. § 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the LLC shall be allocated among the Members in accordance with their respective percentage interests in the net profits and net losses and in the capital of the partnership. The percentages are as follows:

Name of Member	Percent
____________________	______________
____________________	______________
____________________	______________

The percentages set forth above represent each Member's "profits interest" (and "membership interest") for all purposes under this agreement.

All items of income, gain, loss, deduction and credit allocable to any interest of a Member that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that interest without regard to the results of LLC operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method of permissible under Section 706 of the Code and the regulations thereunder.

4.02. Distributions.

A. From time to time (but at least once each calendar quarter) the Managers shall determine in their reasonable judgment to what extent (if any) the LLC's cash on hand exceeds its current and anticipated needs, including, without limitation, cash needs for operating expenses, debt service, acquisitions, purchases, contractual obligations, fulfillment of business plans, and a reasonable contingency reserve. If in the judgment of the Managers such excess exists, the Managers shall cause the LLC to distribute to the Members, in accordance with their profits interests, an amount in cash equal to that excess.

B. From time to time the Managers may also cause property of the LLC other than cash to be distributed to the Members, which distribution must be made in accordance with their profits interests and may be made subject to existing liabilities and obligations. Immediately prior to such distribution, the capital accounts of the Members shall be adjusted as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(f).

C. Notwithstanding anything to the contrary in Paragraphs A or B of this Section 4.02, if the Managers so elect, distributions of profits, losses or return of capital may be withheld to accomplish the business purposes of the LLC as may be established from time to time.

ARTICLE V

MANAGERS

5.01. Management by Managers.

A. Pursuant to the Certificate of Formation of the LLC full management of the LLC is vested in Managers who shall be elected by the Members. The initial and current Manager of the LLC is ________________ who shall serve until his successor is elected and qualified. All references herein to "Managers" shall be deemed to refer to ________________ individually until there are additional Managers elected. In addition, the provisions of this Agreement relating to the activities of Managers (meetings, voting, etc.) shall be construed in a flexible manner so as to accommodate the existence of one Manager.

B. Except for situations in which the approval of the Members is required by this Agreement or by non-waivable provisions of applicable law, and subject to the provisions of Section 5.03, (i) the powers of the LLC shall be exercised by or under the authority of, and the business and affairs of the LLC shall be managed under the direction of, the Managers; (ii) no Member, acting solely in the capacity of a Member, is an agent of the LLC; (iii) each Manager is an agent of the LLC; and (iv) the Managers (acting individually or collectively, except as limited under Section 5.01D. and 5.02B.) may make all decisions and take all actions for the LLC including, without limitation, the following:

(1) Entering into, making and performing contracts, agreements and other undertakings binding the LLC that may be necessary, appropriate or advisable in furtherance of the purposes of the LLC and making all decisions and waivers thereunder;
(2) Opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;
(3) Maintaining the assets of the LLC in good order;
(4) Collecting sums due the LLC;
(5) Paying debts and obligations of the LLC to the extent that funds of the LLC are available;
(6) Acquiring, utilizing for LLC purposes and disposing of any asset of the LLC;
(7) Borrowing money or otherwise committing the credit of the LLC for LLC activities and voluntary prepayments or extensions of debt;
(8) Selecting, removing and changing the authority and responsibility of lawyers, accountants and other advisors and consultants;
(9) Obtaining insurance for the LLC;
(10) Determining distributions of LLC cash and other property as hereinabove provided; and
(11) Making decisions regarding fulfillment of the purposes of the LLC as hereinabove described.

C. The Managers shall have the authority to make any tax elections available to the LLC, or to its Members or Managers in said capacities. The Managers shall be responsible for causing federal and state income tax returns for the LLC to be prepared and filed and to cause such other reports and returns as may be required by law to be prepared and filed.

D. Notwithstanding the provisions of Paragraph B of this Section 5.01 hereinabove set forth, the following actions shall require the unanimous consent of all duly elected and qualified Managers:

(1) The sale of all or substantially all assets of the LLC; or

(2) The encumbrance of any assets of the LLC by the granting of a mortgage or deed of trust on any assets of the LLC, excluding liens and encumbrances incurred in the ordinary course of business of the LLC.

5.02. Actions by Managers; Delegation of Authorities and Duties.

A. In managing the business and affairs of the LLC and exercising its powers, the Managers may act through meetings and written consents as provided or limited in this Agreement.

B. The Managers may, from time to time, delegate to one or more Managers such authority and duties as the Managers deem advisable. In addition, the Managers may assign titles (including, without limitation, President, Vice President, Secretary, Assistant Secretary, Treasurer) to any such Manager. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such Manager of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to this Section 5.02. Any number of titles may be held by the same Manager. Any delegation pursuant to this Section 5.02 may be revoked at any time by majority vote of the Managers.

C. Any person dealing with the LLC, other than a Member, may rely on the authority of any Manager or officer in taking any action in the name of the LLC without inquiry into the provisions of this LLC Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

5.03. Powers of Managers. Every Manager is an agent of the LLC for the purpose of its business. The act of a Manager, including the execution of any instrument in the name of the LLC for apparently carrying on the usual business of the LLC, binds the LLC unless the Manager so acting otherwise lacks the authority to act for the LLC and the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

5.04. Number and Term of Office. The number of Managers of the LLC shall be determined from time to time by resolution of the Members. If the Members make no such determination, the number of Managers shall be the number set forth in the Certificate of Formation as the number of Managers constituting the initial Managers. Each Manager shall hold office for the term for which (he/she) is elected and thereafter until (his/her) successor shall have been elected and qualified, or until (his/her) earlier death, resignation or removal. Managers need not be Members or residents of the State of Mississippi.

5.05. Removal. Any and all Managers may be removed, either for or without cause, at an annual meeting or special meeting of the Members by the affirmative vote of Members having a (percent [words]) percent ((percent [figures])%) interest in the profits of the LLC.

5.06. Resignations. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, then at the time of its receipt by any other Manager. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

5.07. Vacancies. Any vacancy occurring in the Managers may be filled by the affirmative vote of Members having a (percent [words]) percent ((percent [figures])%) interest in the profits of the LLC. A Manager elected to fill a vacancy shall be elected for the unexpired term of (his/her) predecessor in office. Any Manager position to be filled by reason of an increase in the number of Managers shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

5.08. Managers' Meetings. Meetings of the Managers, regular or special, may be held either within or without the State of Mississippi. Managers may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.09. Annual Meetings. An annual meeting of the Managers shall be held without further notice immediately following the annual meeting of the Members, and at the same place, unless the time or place shall be changed by unanimous consent of the Managers then elected and serving.

5.10. Regular Meetings of Managers. A regular meeting of the Managers may be held at such time as shall be determined from time to time by resolution of the Managers.

5.11. Special Meetings of Managers. A special meeting of the Managers may be called at any time by the affirmative vote of at least (percent [words]) percent ((percent [figures])%) of the Managers. Such special meeting shall be held at the time specified in the notice of meeting.

5.12. Notice of Managers' Meetings. All meetings of the Managers (annual, regular or special) shall be held upon not less than two (2) days written notice stating the date, place and hour of the meeting delivered to each Manager either personally or by mail. In any case where all of the Managers execute a waiver of notice of the time and place of a meeting no notice thereof shall be required, and any such meeting (whether annual, regular or special) shall be held at the time and place (either within or without the State of Mississippi) specified in the waiver of notice. Attendance of Managers at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

5.13. Action Without Meeting. Any action required by statute to be taken at a meeting of the Managers, or any action which may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all the Managers. Such consent shall have the same force and effect as a unanimous vote at a meeting.

5.14. Quorum; Majority Vote. At all meetings of the Managers a majority of the number of Managers fixed by this Agreement shall constitute a quorum for the transaction of business unless a greater number is required by law. The act of a majority of the Managers present at any meeting at which at quorum is present shall be the act of the Managers unless the act of a greater number is required by statute or by this Agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5.15. Limitation of Liability of Managers. No Manager shall be liable to the LLC for money damages for any action taken, or any failure to take any action, as a Manager of the LLC, except liability for:

A. The amount of a financial benefit received by such Manager to which he or she is not entitled;
B. An intentional infliction of harm on the LLC or the Members thereof;
C. An intention violation of criminal law; or
D. A violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

ARTICLE VI

INDEMNIFICATION

6.01. Liability of Members. A Member shall only be liable for debts of and claims against the LLC of whatever nature and however arising to the extent of the Member's capital contribution.

6.02. Indemnification of Members and Managers. The LLC shall indemnify each Member and Manager against all claims, demands, actions, suits and proceedings to which a Member or Manager is made a party because he or she is or was a Member, Manager or agent of the LLC to the full extent that such indemnification is permitted under law or by contract except as such indemnification is limited under Section 79-29-110(4) Miss. Code Ann. (Rev. 1998) and except as such indemnification, or the benefits thereof, are covered by insurance, the obligations of other indemnity agreements or other contractual obligations.

6.03. Expenses. The LLC may reimburse a Member or Manager for all expenses, including legal fees, and losses, in connection with any suit, action, claim or demand arising out of or relating to a Member's or Manager's service or status as a Member or Manager of the LLC.

6.04. Non-Exclusivity. The indemnification and advancement of expenses provided for under this Article shall not be exclusive of any other right available to a Member or Manager of the LLC.

6.05. Insurance. The LLC may purchase and maintain insurance on behalf of its Members, Managers and employees against liability.

ARTICLE VII

DISSOLUTION, LIQUIDATION AND TERMINATION

7.01. Dissolution. The LLC shall dissolve and its affairs shall be wound up on the first to occur of the following:

A. Unless extended by the affirmative vote of a majority in interest held by the Members upon __________ _______, 20______;

B. Upon the vote of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.

C. Upon the death, insanity, retirement, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the LLC, but only if a majority in interest of the remaining Members consent to the dissolution of the LLC; or

D. Entry of a decree of judicial dissolution of the LLC under Section 79-29-802, Mississippi Code Ann. (Rev. 1998).

7.02. Liquidation and Termination. On dissolution of the LLC, the Managers shall act as liquidators or may appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the

LLC and make final distributions as provided herein and in the Mississippi Limited Liability Company Act. The costs of liquidation shall be borne as an expense of the LLC. Until final distribution, the liquidator shall continue to operate the LLC properties with all the power and authority of the Managers. The steps to be accomplished by the liquidator are as follows:

A. As promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a firm of certified public accountants of the LLC's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

B. The liquidator shall cause the certificate of dissolution provided for under Section 79-29-204, Mississippi Code Ann. (Rev. 1998) to be filed with the Secretary of State of Mississippi;

C. The liquidator shall cause the notice described in Section 79-29-806, Mississippi Code Ann. (Rev. 1998) to be mailed to each known creditor of and claimant against the LLC in the manner described in said statute;

D. The liquidator may cause the notice described in Section 79-29-807, Mississippi Code Ann. (Rev. 1998) (regarding unknown claims against the LLC) to be published in accordance with said statute;

E. The liquidator shall pay, satisfy or discharge from LLC funds all of the debts, liabilities and obligations of the LLC (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow or reserve fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

F. All remaining assets of the LLC shall be distributed to the Members as follows:

(1) The liquidator may sell any or all LLC property, including sales to Members or Managers, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;

(2) With respect to all LLC property that is not sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(3) LLC property shall be distributed among the Members in accordance with the positive capital account balance of the Members, as determined after taking into account all capital account adjustments for the taxable year of the LLC during which the liquidation of the LLC occurs (other

> than those made by reason of this subparagraph (3)); and those distributions shall be made by the end of the taxable year of the LLC during which the liquidation of the LLC occurs (or, if later, (90) days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee Member for costs, expenses and liabilities theretofore incurred for which the LLC has committed prior to the date of termination and those costs, expenses and liabilities shall be allocated to the distributee Member pursuant to this Section 7.02. Provided that a Member's liability relating to a distribution in kind shall be limited to the extent of the value of the property distributed and no Member shall have any personal liability with respect to such property or for costs, expenses or liabilities incurred by the LLC prior to the termination date to the extent such costs, expenses or liabilities exceed the value of the property distributed to such Member. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 7.02 constitutes a complete return to the Member of such Member's capital contribution and a complete distribution to the Member of such Member's interest in the LLC, and all of the LLC's property, and constitutes a compromise to which all Members have consented. To the extent that a Member returns funds to the LLC, such Member has no claim against any other Member for those funds.

7.03. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the LLC (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective interests in the profits and losses of the LLC, upon dissolution of the LLC such deficit shall not be an asset of the LLC and such Member shall not be obligated to contribute such amount to the LLC to bring the balance of such Member's capital account to zero.

7.04. Certificate of Cancellation. Upon the completion of the winding up of the affairs of the LLC, including the distribution of the LLC assets as provided herein, the LLC is terminated, and the Managers or authorized Member shall file a certificate of cancellation with the Secretary of State of Mississippi as provided under Sections 79-29-204 and 803, Mississippi Code Ann. (Rev. 1998). Such Managers or authorized Member shall take such other actions as may be necessary to terminate the LLC. An "authorized Member" will be a Member or Members appointed by the Managers.

ARTICLE VIII

DEATH OF A MEMBER

8.01. Death of Members. Upon the death of a Member, the existence of the LLC shall continue unless a majority in interest of the remaining Members vote to dissolve the LLC. For a period of (number of days [words]) ((number of days [figures])) days after the death of a Member, the LLC shall have the exclusive option, but not the obligation, to purchase the LLC interest of a deceased Member. If the LLC does not exercise its option within said (number of days [words]) ((number of days [figures])) day period, then for a period of (number of days [words]) ((number of days [figures])) days after the expiration of such period the remaining Members shall have the exclusive option, but not the obligation, to purchase the LLC interest of such deceased Member. Notice of the exercise of such option shall be given in writing to the personal representative of such deceased Member's estate within the time permitted for the exercise of such option, and the purchase of the deceased Member's interest in the LLC from his or her estate shall be closed within (number of days [words]) ((number of days [figures])) days after written notice of the exercise of the option is given. If the LLC waives or does not exercise its option and more than one Member desires to participate in the purchase of the deceased Member's interest in the LLC, then, unless otherwise agreed among the Members desiring to participate in such purchase, all such Members shall purchase the deceased Member's interest in the ratio that their respective interests in the LLC prior to such purchase bear to each other.

8.02. Terms of Purchase. The purchase price to be paid for the LLC interest shall be its value as reported, or to be reported, on the Federal estate tax return of the deceased Member, or, if at the time the option is exercised such value has not been determined, then the market value of such interest as of the date of the deceased Member's death, adjusted to take into account any changes in valuation from the date of such Member's death to the date the option is exercised, as of which date the valuation shall be fixed. The market value of such interest shall be determined by the appraiser or other professional engaged by the deceased Member's estate to determine the value of such interest for Federal estate tax purposes. Provided, however, the LLC or other Members of the LLC shall have the right to engage a qualified appraiser to determine the market value of such LLC interest and if such qualified appraiser's opinion of value is more than five percent (5%) different than the market value determined by the appraiser for the deceased Member's estate, the appraiser shall consult and agree upon the market value of the LLC interest, or if they cannot agree, they shall jointly select a third qualified appraiser who shall determine the market value of such interest. Notwithstanding the market value determined by such third appraiser, the purchase price for such interest shall be no higher than the highest value and no lower than the lowest value determined by those appraisers who selected such third appraiser.

8.03. Life Insurance. The LLC may choose to become the owner of certain policies of life insurance insuring the lives of the Members. Said life insurance may be purchased by the LLC for two purposes:

A. To compensate the LLC in part for any loss resulting to the LLC as a consequence of the death of one or more Members; and
B. To assist in carrying out the purchase of a deceased Member's LLC interest that the LLC will have the option to make in this Article.

Life insurance proceeds received by the LLC under the policies shall be used first to satisfy the obligation of the LLC to purchase the interest of the deceased Member from his estate. Any excess life insurance proceeds shall be used as determined by the LLC.

8.04. Continuation of LLC. If the LLC and the remaining Members do not exercise their option to purchase a deceased Member's LLC interest (or if the deceased Member is the sole member of the LLC at the time of his or her death), the LLC shall continue (unless the remaining Members elect to dissolve the LLC in accordance with Section 7.01) and the deceased Member's interest shall be distributed from his or her estate to his or her beneficiaries under his or her will or to his or her heirs at law under the laws of descent and distribution. Any such distribution and transfer shall be a permitted disposition under Section 2.04. The LLC interest shall continue to be subject to all the terms and conditions of this Agreement while such interest is held by the personal representative of a deceased Member's estate or by any beneficiary under a deceased Member's will or any heir at law of a deceased Member. As set forth in Sections 2.02 and 2.04 of this Agreement, the ultimate recipient of such interest shall only become a Member upon the written consent of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.

ARTICLE IX

GENERAL PROVISIONS

9.01. Books and Records.

A. The LLC shall maintain those books and records required by statute and such other books and records as it may deem necessary or desirable. All books and records provided for by statute shall be open to inspection of the Members from time to time and to the extent expressly provided by statute, but not otherwise. The Managers may examine all such books and records at all reasonable times. The LLC shall keep and maintain the following records at its principal place of business:

(1) A current list of the full name and last known street address of each Member and Manager;
(2) A copy of the Certificate of Formation and all certificates of amendment and restatement thereof, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;
(3) Copies of any then effective limited liability company operating agreement; and
(4) Unless contained in the Certificate of Formation or the Limited Liability Company Operating Agreement, a writing setting out:
    (a) The amount of cash and a description and statement of the agreed value of the other property and services contributed by each Member and which each Member has agreed to contribute;
    (b) The times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made; and
    (c) Any events upon the happening of which the LLC is to be dissolved and its affairs wound up; and
    (d) Correct and complete books and records of account of the LLC.

B. The LLC shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

C. The LLC shall keep its registered office in Mississippi.

D. A Member, or an assignee of a membership interest, on written request stating the purpose, may examine and copy, in person or by the Member's or assignee's representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Section and other information regarding the business, affairs and financial condition of the LLC as is just and reasonable for such person to examine and copy.

9.02. Amendment or Modification. This Agreement may be amended or modified only by a writing signed by all Members. Any oral amendment or modification is specifically unenforceable.

9.03. Checks, Notes, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of or payable to the LLC shall be signed or endorsed by such designated person(s) as are appointed by the Managers. The designated person(s) may be a Manager, officer, Member, employee or other person as may from time to time may be designated, and dual signatures may be required as determined by the Managers.

9.04. Headings. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation and shall not be construed in such a manner as to limit the scope of the provision to which a particular heading pertains.

9.05. Construction. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the singular shall include the plural and vice versa. All references to articles, sections and subsections refer to articles, sections and subsections of this Agreement. All references to exhibits, if any, are to exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion or provision of this Agreement shall be determined to be invalid, inoperative or unenforceable, then, so far as is reasonable and possible:

A. All remaining provisions of this Agreement shall be considered valid, operative and enforceable; and

B. Effect shall be given to the intent manifested by the portion or provision held to be invalid, inoperative or unenforceable.

9.06. Entire Agreement. This Agreement constitutes the entire agreement of the Members relating to the LLC and supersedes any and all other prior contracts or agreements with respect to the LLC, whether oral or written.

9.07. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the LLC is not a consent to, or waiver of, any other breach or default in the performance by that person of the same or any other obligation of that person with respect to the LLC. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the LLC, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute of limitations has run.

9.08. Binding Effect. Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding upon and shall inure to the benefit of the Members and their respective heirs, legal representatives and assigns.

9.09. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Mississippi. In the event of a direct conflict between the provisions of this LLC Agreement and (a) any provision of the Certificate of Formation, or (b) any mandatory provision of the Mississippi

Limited Liability Company Act, the applicable provision of the Certificate of Formation or the Act shall control.

9.10. Further Assurances. In connection with this LLC Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

9.11. General Interest Rate. Whenever under the terms of this Agreement an interest rate is to be applied to an indebtedness such rate shall be the rate per annum equal to the lesser of:

A. The prime rate quoted in the Money Rates section of *The Wall Street Journal* which is also the base rate on corporate loans at large United States money centers and commercial banks, with adjustments in that varying rate to be made on the same date as any change in that rate, and

B. The maximum rate permitted by applicable law.

9.12. Notice to Members of Provisions of this Agreement. By executing this LLC Agreement each Member acknowledges that he or she has actual notice of (a) all the provisions of this LLC Agreement including, without limitation, the restrictions on the transfer of the interest of a Member set forth in Article II and (b) all provisions of the Certificate of Formation. Each Member hereby agrees that this Agreement constitutes adequate notice of all of such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

9.13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

9.14. Conflicting Provisions. To the extent that one or more provisions of this Agreement appear to be in conflict with one another, then the Managers (determined by the affirmative vote of a majority of the Managers) shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to the Managers in interpreting the provisions of this Agreement to accomplish the purposes and objectives of the LLC, and the Managers may apply this Agreement in such manner as to be in the best interests of the LLC, in their discretion, even if such interpretation or choice of conflicting provisions to enforce is detrimental to one or more Members or Managers.

9.15. Tax Matters Partner. ____________________ shall be the initial tax matters partner of the LLC for federal income tax purposes and shall receive all notices from the Internal Revenue Service. The tax matters partner is authorized to sign tax returns on behalf of the LLC and to take such other actions as are reasonably necessary and proper to comply with all tax return and reporting requirements of the LLC. Provided, however, that such authorization shall not limit or diminish the authority or responsibility of the Managers regarding tax elections or the preparation and filing of tax returns and other reports as hereinabove set forth in Paragraph C of Section 5.01, Provided further that the designation of (Name) as tax matters partner shall in no way be construed to increase or otherwise affect her limited liability as a Member of the LLC under state law, this LLC Agreement or otherwise.

The undersigned, being all the Members and Managers as specified in this LLC Agreement, hereby unanimously adopt this LLC Agreement effective the _________ day of ________, 20_____.

MEMBER:______________________
(Name)

MANAGER:____________________
(Name)

(Add Proper Acknowledgement — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

§ 1-20. Limited Liability Company Operating Agreement — Another Form.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

____

THIS AGREEMENT is hereby made and entered into by and between ____________________and ____________________(individually, a "Member" and collectively the "Members") as the members of ________________, a Mississippi limited liability company (the "LLC").

WITNESSETH:

WHEREAS, the initial Members formed the LLC effective __________ _______, 20______, pursuant to a Certificate of Formation filed with the Secretary of State of Mississippi on __________ _______, 20______; and

WHEREAS, each of the parties hereto is of lawful age and otherwise legally competent to enter into this Limited Liability Company Agreement (the "LLC Agreement") as the Members of the LLC pursuant to Mississippi Code Annotated, § 79-29-306 (Rev. 1998) and other applicable law; and

WHEREAS, the parties hereto desire to enter into this LLC Agreement setting forth the terms of the operation of the LLC, the governance of the LLC, the management of the business and affairs of the LLC and other matters as more specifically hereinafter set forth.

NOW, THEREFORE, ____________________and ___________, for and in consideration of the mutual covenants, promises and agreements provided herein to be kept and performed by each of them, and other good and valuable consideration, do hereby agree to the terms, conditions and provisions hereinafter set forth:

ARTICLE I

ORGANIZATION

1.01. Formation. The LLC was organized as a Mississippi limited liability company by the filing of a Certificate of Formation for the LLC with the Secretary of State of Mississippi. The Certificate of Formation was filed and effective __________ _______, 20______.

1.02. Name. The name of the LLC is "________________" and all company business must be conducted in that name or in such other names (including trade names) that comply with applicable law as the Managers may select from time to time.

1.03. Registered Office and Registered Agent. The registered office of the LLC required to be maintained in the State of Mississippi shall have as its street address at ________________, ____________, Mississippi (Zip Code), and its mailing address at ________________, ________________, Mississippi __________. The street and/or mailing address of the registered office of the LLC may be changed from time to time as the Managers may designate in the manner provided by law. The registered agent of the LLC in the State of Mississippi shall be _____________. The registered agent may be changed from time to time to such person as the Managers may designate in the manner provided by law.

1.04. Principal Office and Other Offices. The principal office of the LLC shall be located at ________________, ___________, Mississippi __________. The address of the principal office of the LLC in the State of Mississippi may be changed from time to time by the Managers of the LLC. The LLC shall maintain the records required by Mississippi law at the principal office of the LLC in the State of Mississippi. The LLC may have such other offices either within or without the State of Mississippi as the Managers of the LLC may designate from time to time.

1.05. Purposes. The purposes of the LLC are to engage in any lawful activity, and to deal in and with any property of any kind, character or description, whether tangible, intangible, real, personal or mixed, and wheresoever located, in or by any lawful way, manner or means.

1.06. Foreign Qualification. Prior to the LLC's conducting business in any jurisdiction other than Mississippi, the Managers shall cause the LLC to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the LLC as a foreign limited liability company in that jurisdiction. At the request of the Managers each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this LLC Agreement that are necessary or appropriate to qualify, continue and terminate the LLC as a foreign limited liability company in all such jurisdictions in which the LLC may conduct business.

1.07. Term. The LLC commenced on __________ _______, 20______, the effective date set forth in the Certificate of Formation filed with the Secretary of State of Mississippi and shall continue in existence for the period fixed in this

LLC Agreement for the duration of the LLC, or such earlier time as this LLC Agreement may specify.

1.08. No State Law Partnership. The Members intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager with respect to the operations of the LLC for any purposes other than federal and state tax purposes, and this LLC Agreement shall not be construed to suggest otherwise.

ARTICLE II

MEMBERS

2.01. Present Members. The Initial Members and Present Members of the LLC are ____________________and ____________________each of whom was admitted to the LLC as a Member effective as of __________ _______, 20______.

2.02. Admission of Members. A person may become a new Member only upon the written consent of all Members and upon compliance with all of the provisions of this LLC Agreement. The terms of admission or issuance of an interest in the LLC must specify the percentages for the sharing of profits and losses and may provide for the creation of different classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group approved by the Members in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment shall be executed by the Members. Any such admission also must comply with the requirements described elsewhere in this Agreement and is effective only after the new Member has executed and delivered to the Members a document including the new Member's notice address and the new Member's consent to be bound by this Agreement.

Notwithstanding the foregoing, however, if a deceased Member was the sole Member of the LLC at the time of that Member's death, his or her estate shall be admitted as a Member of the LLC with all of the rights available to Members under this Agreement and applicable law. Alternatively, if there is at least one remaining Member of the LLC, the personal representative of a deceased Member's estate shall have only the rights set forth in Section 79-29-705, Miss. Code Ann. (Rev. 1998), subject to the option to purchase a deceased Member's interest set forth in Article VII of this Agreement.

2.02. Admission of Members. (Alternate). A person may become a new Member only upon the written consent of (percent [words]) percent ((percent [figures])%) of the interest in the profits of the LLC and upon compliance with all of the provisions of this LLC Agreement. The terms of admission or issuance of an interest in the LLC must specify the percentages for the sharing of profits and losses and may provide for the creation of different classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group approved by the Members in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment shall be executed by the Members. Any such admission also must comply with the requirements described elsewhere in this Agreement and is effective only after the new Member has executed and delivered to the Members and Managers a document including the new Member's notice address and the new Member's consent to be bound by this Agreement.

Notwithstanding the foregoing, however, if a deceased Member was the sole Member of the LLC at the time of that Member's death, his or her estate shall be admitted as a Member of the LLC with all of the rights available to Members under this Agreement and applicable law. Alternatively, if there is at least one remaining Member of the LLC, the personal representative of a deceased Member's estate shall have only the rights set forth in Section 79-29-705, Miss. Code Ann. (Rev. 1998), subject to the option to purchase a deceased Member's interest set forth in Article VIII of this Agreement.

2.03. Restrictions on the Disposition of an Interest. Except as otherwise hereinafter expressly provided, a Member may not assign, sell, convey, transfer, donate, distribute, mortgage, deed, pledge, hypothecate or in any other manner dispose of, in whole or in part, directly or indirectly, by operation of law, or otherwise, such Member's interest in the LLC or any part thereof, without the prior written consent and approval of each other Member first had and obtained, and any such disposition, or attempted disposition, without such written consent and approval shall be null and void and of no force and effect.

2.04. Conditional Permitted Disposition.

A. If any Member desires to sell all or any part of such Member's interest in the LLC or desires to secure payment of any loan by encumbering all or any part of such interest, such Member is permitted to do so only in a transaction which is not conditioned upon the concurrent sale, transfer or encumbrance of any right, title or interest in any other property, and only after offering such interest to the other Members on the same terms, conditions and provisions as offered to such Member by a bona fide offeror or lender with respect to such interest, who is ready and able to perform the terms, conditions and provisions of such offer. The terms, conditions and provisions of such offer shall be promptly communicated in writing to each other Member, together with the name and address of such offeror or lender, and such other Members shall thereupon have an option for a period of (number of days [words]) ((number of days [figures])) days after receipt of such notice to elect to meet such offer upon the terms, conditions and provisions thereof. Such election to meet such offer shall be exercised in writing and delivered to the Member offering such interest (either by outright disposition or by encumbrance to secure payment of a loan) within said (number of days [words]) ((number of days [figures])) day period. If more than one Member desires to participate in the purchase of such interest or the making of such loan secured by such interest then, unless otherwise agreed among the Members desiring to participate in such disposition, all such Members shall purchase or lend in the ratio that their respective interests in the LLC prior to such purchase or loan bear to each other. If the offering Member does not receive such election by any of the other Members to meet the offer of the offeror or lender within said (number of days [words]) ((number of days [figures])) day period, then the offering Member is permitted to complete the transaction in strict compliance with said offer by such offeror or lender within (number of days [words]) ((number of days [figures])) days next following the expiration of said (number of days [words]) ((number of days [figures])) day period; provided, that if the offering Member fails to so complete said transaction with such offeror or lender within said period of (number of days [words]) ((number of days [figures])) days, then the rights of the other Members hereinabove set forth in this Section 2.04 shall be revived, and the offering Member shall not be permitted to complete the transaction with said offeror or lender unless said other Members shall again have elected not to meet the terms, conditions and provisions of said offer.

B. Notwithstanding the provisions of this Section, a Member is permitted to transfer any interest in the LLC by bequest or devise to any spouse, child or other direct lineal descendant of a Member by Will or pursuant to the laws of descent and distribution or intestate succession in the event any Member dies intestate; or by inter vivos transfer to any such spouse, child or other direct lineal descendant evidenced by a writing validly or lawfully transferring such interest to such spouse, child or direct lineal descendant; or by devise or bequest to any other Member, the spouse of any other Member, the child of any other Member, or any other direct lineal descendant of any other Member by Will or pursuant to the laws of descent and distribution or by inter vivos transfer. The term "direct lineal descendant" shall include for purposes of this Section 2.04 of this Agreement each natural and legally adopted child of a Member's child, i.e., the grandchildren of each Member and their direct lineal descendants. Provided, that in the case of a legally adopted grandchild of a Member or other more remote direct lineal descendant of a Member such descendant shall have been legally adopted prior to such person's attainment of seven (7) years of age. Notwithstanding the foregoing, however, any permitted transfer of an interest in the LLC by bequest or devise shall be made subject to the option of the LLC and the Members of the LLC to purchase the interest of a deceased Member of the LLC, set forth in Article VIII of this Agreement.

C. Each interest in the LLC of any Member transferred or encumbered in accordance with the provisions of this Section, whether inter vivos, or by devise, inheritance or otherwise, is expressly subject to each of the terms, conditions and provisions of this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and activities thereof, and each such inter vivos transaction involving a transfer, encumbrance or other disposition of any such interest by a Member shall expressly so provide in writing in the instrument reflecting such transfer, encumbrance or disposition of such interest. No transfer, encumbrance or other disposition of any such interest shall be binding on the LLC or any Member or Manager thereof unless and until the original or a certified copy of each instrument or document evidencing such transfer, encumbrance or other disposition has been delivered to each Member and Manager thereof. Provided further that neither the LLC or any Member or Manager shall be required to recognize a transferee of an interest in the LLC as a Member of the LLC unless and until such transferee has executed and delivered to the other Members and Managers an instrument signed by the transferee ratifying and adopting this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and affairs thereof. Further, in order to be recognized as a Member of the LLC, such transferee shall also execute, acknowledge if appropriate, and deliver each and all other instruments and documents necessary, convenient or appropriate to cause such transferee and the interest acquired thereby in this LLC to be committed to this LLC Agreement and to the same agreements, agency appointments, management arrangements, directives and policies by which the other Members and their respective interests in this LLC are governed and committed. Any transferee of an interest in the LLC that fails or refuses to take the actions hereinabove required to be recognized as a member of the LLC shall be an assignee as provided in Paragraph D of this Section 2.04. For accounting purposes, the LLC shall be obligated only to reflect a transfer of an interest in the LLC as of the first day of the calendar month next, following full compliance with all of the conditions precedent hereinabove provided with respect to such transfer, encumbrance or other disposition of an interest in the LLC. It is specifically provided that any such transfer or disposition of an interest in the LLC by a Member shall not relieve such Member of any of such Member's obligations or liabilities under this Agreement accruing prior to completion of such transfer or other disposition, or with respect to any event, action or inaction occurring in connection with the LLC prior to such transfer.

D. Any transferee of an interest in the LLC pursuant to this Section 2.04 of this Agreement shall be entitled to only those rights of assignees set forth in

Section 79-29-702, Miss. Code Ann. (Rev. 1998), unless admitted as a Member in accordance with Section 2.202 of this Agreement.

2.05. Information.

A. In addition to the other rights specifically set forth in this LLC Agreement, each Member is entitled to all information to which a Member is entitled under the Mississippi Limited Liability Company Act.

B. The Members acknowledge that from time to time they may receive information from or regarding the LLC in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the LLC or persons with which it does business. Each Member agrees to hold in strict confidence any information the Member receives regarding the LLC that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another Member, except for disclosures (i) compelled by law (but the Member must notify the other Members promptly of any request for that information, before disclosing it if practicable), (ii) to advisors or representatives of the Member or persons to which that Member's membership interest may be disposed as permitted by this LLC Agreement, but only if the recipients have agreed to be bound by the provisions of this Agreement, or (iii) of information that the Member also has received from a source independent of the LLC and the Member reasonably believes such information to have been obtained without breach of any obligation of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the LLC for which monetary damages are inadequate, difficult to compute or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance including, without limitation, injunctive relief.

2.06. Liabilities to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the LLC, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, agent or employee of the LLC, whether under a judgment, decree or order of a Court or arising in any other manner. Provided that no Member shall be prohibited from entering into a specific guaranty of performance or payment with respect to any contractual obligation of the LLC.

2.07. Limitation of Liability of Members. No Member shall be liable to the LLC for money damages for any action taken, or any failure to take any action, as a Member, except liability for:

A. The amount of a financial benefit received by a Member to which he or she is not entitled;

B. An intentional infliction of harm on the LLC or any other Member;

C. An intentional violation of criminal law; or
D. A violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

2.08. Lack of Authority. Except as expressly provided for under this LLC Agreement, no Member (other than a Manager) has the authority or power to act for or on behalf of the LLC, to do any act that would be binding on the LLC, or to incur any expenditures on behalf of the LLC.

2.09. Voting.

A. A majority of the Members (i.e., more than fifty percent (50%) of the Members of the LLC) constitutes a quorum. All references in this Agreement to a "majority in interest" when referring to the Members of the LLC shall mean a majority of the Members of the LLC. Unless otherwise expressly provided, any action required or permitted to be taken by the Members of the LLC may be taken upon the affirmative vote of a majority in interest of the LLC which vote shall constitute a valid decision of the Members. Each Member of the LLC shall be entitled to one vote on any matter entitled to be voted on by the Members; therefore, notwithstanding any allocation of profits and/or losses of the LLC, Don R. Branch and Elmo Branch shall each be entitled to one (1) equal vote on all matters to be decided by the Members of the LLC.

B. Members may vote by proxy appointed by an instrument in writing bearing a date not more than one (1) year before the meeting and only a "Qualified person" as defined in Mississippi Code Ann. § 79-29-902 may be appointed a proxy to vote the membership of the LLC.

C. If a deadlock exists between the Members with respect to any issue which arises under this Agreement, the Members shall engage the services of an impartial professional person to review all relevant facts and to make a determination with respect to such issue, which determination shall, to the extent allowed under applicable law, be binding on all Members. If the Members are unable to agree on any one impartial professional person to make such determination, the Members shall choose a panel of three impartial professional people to review all relevant facts and to make a determination by majority vote with respect to such issue, which determination shall, to the extent allowed under applicable law, be binding on all Members. If the Members are unable to decide on three impartial professional people, then the parties agree that the dispute shall be submitted to binding arbitration according to the rules and procedures established by the American Arbitration Association using one arbitrator, unless the parties agree to a greater number of arbitrators. The arbitrator shall apportion the costs of the arbitration equally, but may award or order reimbursement of legal fees and expenses in the manner deemed fair and equitable by the arbitrator.

2.10. Members' Meetings. All meetings of the Members shall be held at such time and place, within or without the State of Mississippi, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Regular meetings of the Members shall be held annually or more frequently, as the majority in interest of the Members shall determine.

2.11. Action Without Meeting. Members may take any action without a meeting if consented to in writing by all Members. Such consent shall have the same force and effect as a unanimous vote at a meeting.

2.12. Conduct of Meetings. All meetings of the Members shall be presided over by the Chairman of the meeting, who shall be a Member designated by a majority in interest of the Members.

2.13. Notice. Written notice of each meeting of the Members shall be delivered to each Member stating the place, date and hour of the meeting and, in the case of the special meeting, the purposes of the meeting.

2.14. Waiver of Notice. Any Member may waive the notice of a meeting of the Members by a signed writing.

2.15. Annual Meeting. The annual meeting of the Members for the election of Managers and for the transaction of all other business which may come before the meeting shall be held on the (first/second/third...) (weekday) in (month) in each year (if not a legal holiday and, if a legal holiday, then on the next following business day) at the hour specified in the notice of the meeting. If the annual meeting is not held on the date above specified, the Members shall cause a special meeting in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the LLC.

2.16. Special Meetings. Special meetings of the Members may be called at any time by the holders of at least (percent [words]) percent ((percent [figures])%) of the membership interests entitled to be voted at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on at such meeting.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.01. Initial Contributions. The initial members, ____________________ and ________________, have contributed their interests as tenants in the property set forth on Exhibit A to the LLC Agreement for which each of them received an interest in the LLC.

3.02. Subsequent Contributions. No Member named above is obligated to make any additional contribution to the capital of the LLC (including a contribution to restore a Member's negative capital account), but additional contributions of capital may be made to the LLC upon such terms, conditions and provisions as are mutually agreed upon by the Members.

3.03. Return of Contributions/Withdrawal. No Member may withdraw from the LLC, and no Member is entitled to the return of any part of such Member's capital contribution or to be paid interest in respect of either the Member's capital account or capital contribution at any time. An unrepaid capital contribution is not a liability of the LLC or of any Member. A Member is not required to contribute or lend any cash or property to the LLC to enable the LLC to return any Member's capital contribution.

3.04. Advances by Members. If the LLC does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so may advance all or part of the needed funds to or on behalf of the LLC. An advance described in this Section constitutes a loan from the Member to the LLC, bears interest at the General Interest Rate hereinafter defined from the date of the advance until the date of payment, and is not a capital contribution.

3.05. Capital Accounts. A capital account shall be established and maintained for each Member. Each Member's capital account (a) shall be increased by (i) the amount of money contributed by that Member to the LLC, (ii) the fair market value of property contributed by that Member to the LLC (net of liabilities secured by the contributed property that the LLC is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to that Member of LLC income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. § 1.704-1(b)(4)(i), and (b) shall be decreased by (i) the amount of money distributed to that Member by the LLC, (ii) the fair market value of property distributed to that Member by the LLC (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to that Member of expenditures of the LLC described in

Section 705(a)(2)(B) of the Code, and (iv) allocations of company loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding items described in Clause (b)(iii) above and loss or deduction described in Treas. Reg. § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii). The Members' capital accounts also shall be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. § 1.704-1(b)(2)(iv) and § 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g). On the transfer of all or a part of the interest of a Member in accordance with the terms of this Agreement the capital account of the transferor that is attributable to the transferred interest of the Member or part thereof shall carry over to the transferee Member in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(l).

ARTICLE IV

ALLOCATIONS, DISTRIBUTIONS AND SHARING OF PROFITS AND LOSSES

4.01. Allocations and Sharing of Profits and Losses. Except as may be required by Section 704(c) of the Code and Treas. Reg. § 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the LLC shall be allocated among the Members in accordance with their respective percentage interests in the net profits and net losses and in the capital of the partnership. The percentages are as follows:

Name Of Member	Percent
____________________	____________________
____________________	____________________

The percentages set forth above represent each Member's "profits interest" (and "membership interest") for all purposes under this agreement.

All items of income, gain, loss, deduction and credit allocable to any interest of a Member that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that interest without regard to the results of LLC operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method of permissible under Section 706 of the Code and the regulations thereunder.

4.02. Distributions.

A. From time to time (but at least once each calendar quarter) the Members shall determine in their reasonable judgment to what extent (if any) the LLC's cash on hand exceeds its current and anticipated needs, including, without limitation, cash needs for operating expenses, debt service, acquisitions, purchases, contractual obligations, fulfillment of business plans, and a reasonable contingency reserve. If in the judgment of the Members such excess exists, the Members shall cause the LLC to distribute to the Members, in accordance with their ownership interests, an amount in cash equal to that excess.

B. From time to time the Members may also cause property of the LLC other than cash to be distributed to the Members, which distribution must be made in accordance with their ownership percentage interests and may be made subject to existing liabilities and obligations. Immediately prior to such distribution, the capital accounts of the Members shall be adjusted as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(f).

C. Notwithstanding anything to the contrary in Paragraphs A or B of this Section 4.02, if the Members so elect, distributions of profits, losses or return of capital may be withheld to accomplish the business purposes of the LLC as may be established from time to time.

ARTICLE V

INDEMNIFICATION

5.01. Liability of Members. A Member shall only be liable for debts of and claims against the LLC of whatever nature and however arising to the extent of the Member's capital contribution.

5.02. Indemnification of Members. The LLC shall indemnify each Member against all claims, demands, actions, suits and proceedings to which a Member or is made a party because he or she is or was a Member or agent of the LLC to the full extent that such indemnification is permitted under law or by contract except as such indemnification is limited under Section 79-29-110(4) Miss. Code Ann. (Rev. 1998) and except as such indemnification, or the benefits thereof, are covered by insurance, the obligations of other indemnity agreement or other contractual obligations.

5.03. Expenses. The LLC may reimburse a Member for all expenses, including legal fees, and losses, in connection with any suit, action, claim or demand arising out of or relating to a Member's service or status as a Member of the LLC.

5.04. Non-Exclusivity. The indemnification and advancement of expenses provided for under this Article shall not be exclusive of any other right available to a Member of the LLC.

5.05. Insurance. The LLC may purchase and maintain insurance on behalf of the LLC Members and its employees against liability.

ARTICLE VI

DISSOLUTION, LIQUIDATION AND TERMINATION

6.01. Dissolution. The LLC shall dissolve and its affairs shall be wound up on the first to occur of the following:

A. Unless extended by the affirmative vote of a majority in interest held by the Members upon __________ _______, 20______;

B. Upon the vote of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.

C. Upon the death, insanity, retirement, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the LLC, but only if a majority in interest of the remaining Members consent to the dissolution of the LLC; or

D. Entry of a decree of judicial dissolution of the LLC under Section 79-29-802, Mississippi Code Ann. (Rev. 1998).

6.02. Liquidation and Termination. On dissolution of the LLC, the Members shall appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Mississippi Limited Liability Company Act. The costs of liquidation shall be borne as an expense of the LLC. Until final distribution, the liquidator shall continue to operate the LLC properties with all the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

A. As promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a firm of certified public accountants of the LLC's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

B. The liquidator shall cause the certificate of dissolution provided for under Section 79-29-2.04, Mississippi Code Ann. (Rev. 1998) to be filed with the Secretary of State of Mississippi;

C. The liquidator shall cause the notice described in Section 79-29-806, Mississippi Code Ann. (Rev. 1998) to be mailed to each known creditor of and claimant against the LLC in the manner described in said statute;

D. The liquidator may cause the notice described in Section 79-29-807, Mississippi Code Ann. (Rev. 1998) (regarding unknown claims against the LLC) to be published in accordance with said statute;

E. The liquidator shall pay, satisfy or discharge from LLC funds all of the debts, liabilities and obligations of the LLC (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow or reserve fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

F. All remaining assets of the LLC shall be distributed to the Members as follows:

(1) The liquidator may sell any or all LLC property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;

(2) With respect to all LLC property that is not sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(3) LLC property shall be distributed among the Members in accordance with the positive capital account balance of the Members, as determined after taking into account all capital account adjustments for the taxable year of the LLC during which the liquidation of the LLC occurs (other than those made by reason of this subparagraph (3)); and those distributions shall be made by the end of the taxable year of the LLC during which the liquidation of the LLC occurs (or, if later, ninety (90) days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee Member for costs, expenses and liabilities theretofore incurred for which the LLC has committed prior to the date of termination and those costs, expenses and liabilities shall be allocated to the distributee Member pursuant to this Section 6.02. Provided that a Member's liability relating to a distribution in kind shall be limited to the extent of the value of the property distributed and no

Member shall have any personal liability with respect to such property or for costs, expenses or liabilities incurred by the LLC prior to the termination date to the extent such costs, expenses or liabilities exceed the value of the property distributed to such Member. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 6.02 constitutes a complete return to the Member of such Member's capital contribution and a complete distribution to the Member of such Member's interest in the LLC, and all of the LLC's property, and constitutes a compromise to which all Members have consented. To the extent that a Member returns funds to the LLC, such Member has no claim against any other Member for those funds.

6.03. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the LLC (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective interests in the profits and losses of the LLC, upon dissolution of the LLC such deficit shall not be an asset of the LLC and such Member shall not be obligated to contribute such amount to the LLC to bring the balance of such Member's capital account to zero.

6.04. Certificate of Cancellation. Upon the completion of the winding up of the affairs of the LLC, including the distribution of the LLC assets as provided herein, the LLC is terminated, and an authorized Member shall file a certificate of cancellation with the Secretary of State of Mississippi as provided under Sections 79-29-204 and 803, Mississippi Code Ann. (Rev. 1998). Such authorized Member shall take such other actions as may be necessary to terminate the LLC. An "authorized Member" will be a Member or Members appointed by the Members.

ARTICLE VII

DEATH OF A MEMBER

7.01. Continuation of LLC. Upon the death of a Member, the existence of the LLC shall continue unless a majority in interest of the remaining Members vote to dissolve the LLC. For a period of (number of days [words]) ((number of days [figures])) days after the death of a Member, the LLC shall have the exclusive option, but not the obligation, to purchase the LLC interest of a deceased Member. If the LLC does not exercise its option within said (number of days [words]) ((number of days [figures])) day period, then for a period of (number of days [words]) ((number of days [figures])) days after the expiration of such period the remaining Members shall have the exclusive option, but not the obligation, to purchase the LLC interest of such deceased Member. Notice of the exercise of such option shall be given in writing to the personal representative of such deceased Member's estate within the time permitted for the exercise of such option, and the purchase of the deceased Member's interest in the LLC from his or her estate shall be closed within (number of days [words]) ((number of days [figures])) days after written notice of the exercise of the option is given. If the LLC waives or does not exercise its option and more than one Member desires to participate in the purchase of the deceased Member's interest in the LLC, then, unless otherwise agreed among the Members desiring to participate in such purchase, all such Members shall purchase the deceased Member's interest in the ratio that their respective interests in the LLC prior to such purchase bear to each other.

7.02. Terms of Purchase. The purchase price to be paid for the LLC interest shall be its value as reported, or to be reported, on the Federal estate tax return of the deceased Member, or, if at the time the option is exercised such value has not been determined, then the market value of such interest as of the date of the deceased Member's death, adjusted to take into account any changes in valuation from the date of such Member's death to the date the option is exercised, as of which date the valuation shall be fixed. The market value of such interest shall be determined by the appraiser or other professional engaged by the deceased Member's estate to determine the value of such interest for Federal estate tax purposes. Provided, however, the LLC or other Members of the LLC shall have the right to engage a qualified appraiser to determine the market value of such LLC interest and if such qualified appraiser's opinion of value is more than five percent (5%) different than the market value determined by the appraiser for the deceased Member's estate, the appraiser shall consult and agree upon the market value of the LLC interest, or if they cannot agree, they shall jointly select a third qualified appraiser who shall determine the market value of such interest. Notwithstanding the market value determined by such third appraiser, the purchase price for such interest shall be no higher than the highest value and no lower than the lowest value determined by those appraisers who selected such third appraiser.

7.03. Life Insurance. The LLC may choose to become the owner of certain policies of life insurance insuring the lives of the Members. Said life insurance may be purchased by the LLC for two purposes:

A.To compensate the LLC in part for any loss resulting to the LLC as a consequence of the death of one or more Members; and

B. To assist in carrying out the purchase of a deceased Member's LLC interest that the LLC will have the option to make in this Article.

Life insurance proceeds received by the LLC under the policies shall be used first to satisfy the obligation of the LLC to purchase the interest of the deceased Member from his estate. Any excess life insurance proceeds shall be used as determined by the LLC.

7.04. Continuation of LLC. If the LLC and the remaining Members do not exercise their option to purchase a deceased Member's LLC interest (or if the deceased Member is the sole member of the LLC at the time of his or her death), the LLC shall continue (unless the remaining Members elect to dissolve the LLC in accordance with Section 7.01) and the deceased Member's interest shall be distributed from his or her estate to his or her beneficiaries under his or her will or to his or her heirs at law under the laws of descent and distribution. Any such distribution and transfer shall be a permitted disposition under Section 2.04. The LLC interest shall continue to be subject to all the terms and conditions of this Agreement while such interest is held by the personal representative of a deceased Member's estate or by any beneficiary under a deceased Member's will or any heir at law of a deceased Member. As set forth in Sections 2.02 and 2.04 of this Agreement, the ultimate recipient of such interest shall only become a Member upon the written consent of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.

ARTICLE VIII

GENERAL PROVISIONS

8.01. Books and Records.

A. The LLC shall maintain those books and records required by statute and such other books and records as it may deem necessary or desirable. All books and records provided for by statute shall be open to inspection of the Members from time to time and to the extent expressly provided by statute, but not otherwise. The Members may examine all such books and records at all reasonable times. The LLC shall keep and maintain the following records at its principal place of business:

(1) A current list of the full name and last known street address of each Member;
(2) A copy of the Certificate of Formation and all certificates of amendment and restatement thereof, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;
(3) Copies of any then effective limited liability company agreement; and
(4) Unless contained in the Certificate of Formation or the Limited Liability Company Agreement, a writing setting out:

(a) The amount of cash and a description and statement of the agreed value of the other property and services contributed by each Member and which each Member has agreed to contribute;

(b) The times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made; and

(c) Any events upon the happening of which the LLC is to be dissolved and its affairs wound up; and

(d) Correct and complete books and records of account of the LLC.

B. The LLC shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

C. The LLC shall keep its registered office in Mississippi.

D. A Member, or an assignee of a membership interest, on written request stating the purpose, may examine and copy, in person or by the Member's or assignee's representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Section and other information regarding the business, affairs and financial condition of the LLC as is just and reasonable for such person to examine and copy.

8.02. Amendment or Modification. This Agreement may be amended or modified only by a writing signed by all Members. Any oral amendment or modification is specifically unenforceable.

8.03. Checks, Notes, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of or payable to the LLC shall be signed or endorsed by such designated person(s) as are appointed by the Members. The designated person(s) may be a Member, officer, employee or other person as may from time to time may be designated, and dual signatures may be required.

8.04. Headings. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation and shall not be construed in such a manner as to limit the scope of the provision to which a particular heading pertains.

8.05. Construction. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the singular shall include the plural and vice versa. All references to articles, sections and subsections refer to articles, sections and subsections of this Agreement. All references to exhibits, if any, are to exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion or provision of this Agreement shall be determined to be invalid, inoperative or unenforceable, then, so far as is reasonable and possible:

A. All remaining provisions of this Agreement shall be considered valid, operative and enforceable; and

B. Effect shall be given to the intent manifested by the portion or provision held to be invalid, inoperative or unenforceable.

8.06. Entire Agreement. This Agreement constitutes the entire agreement of the Members relating to the LLC and supersedes any and all other prior contracts or agreements with respect to the LLC, whether oral or written.

8.07. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the LLC is not a consent to, or waiver of, any other breach or default in the performance by that person of the same or any other obligation of that person with respect to the LLC. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the LLC, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute of limitations has run.

8.08. Binding Effect. Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding upon and shall enure to the benefit of the Members and their respective heirs, legal representatives and assigns.

8.09. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Mississippi. In the event of a direct conflict between the provisions of this LLC Agreement and (a) any provision of the Certificate of Formation, or (b) any mandatory provision of the Mississippi Limited Liability Company Act, the applicable provision of the Certificate of Formation or the Act shall control.

8.10. Further Assurances. In connection with this LLC Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

8.11. General Interest Rate. Whenever under the terms of this Agreement an interest rate is to be applied to an indebtedness such rate shall be the rate per annum equal to the lesser of:

(a) The prime rate quoted in the Money Rates section of *The Wall Street Journal* which is also the base rate on corporate loans at large United States money centers and commercial banks, with adjustments in that varying rate to be made on the same date as any change in that rate, and

(b) The maximum rate permitted by applicable law.

8.12. Notice to Members of Provisions of this Agreement. By executing this LLC Agreement each Member acknowledges that he or she has actual notice of (a) all the provisions of this LLC Agreement including, without limitation, the restrictions on the transfer of the interest of a Member set forth in Article II and (b) all provisions of the Certificate of Formation. Each Member hereby agrees that this Agreement constitutes adequate notice of all of such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

8.13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

8.14. Conflicting Provisions. To the extent that one or more provisions of this Agreement appear to be in conflict with one another, then the Members (determined by the affirmative vote of a majority of the Members) shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to the Members in interpreting the provisions of this Agreement to accomplish the purposes and objectives of the LLC, and the Members may apply this Agreement in such manner as to be in the best interests of the LLC, in their discretion, even if such interpretation or choice of conflicting provisions to enforce is detrimental to one or more Members.

8.15. Tax Matters Partner. ____________________shall be the initial "tax matters partner" of the LLC for federal income tax purposes as defined by Section 6223 of the Code, and shall receive all notices from the Internal Revenue Service. The tax matters partner is authorized to sign tax returns on behalf of the LLC and to take such other actions as are reasonably necessary and proper to comply with all tax return and reporting requirements of the LLC. Provided, however, that the designation of ______________as tax matters partner shall in no way be construed to increase or otherwise affect his limited liability as a Member of the LLC under state law, this LLC Agreement or otherwise.

The undersigned, being all the Members, as specified in this LLC Agreement, hereby unanimously adopt this LLC Agreement effective the ______ day of _______, 20______.

MEMBERS:

____
(Name Of Member)

____
(Name Of Member)

(Add Proper Acknowledgement — *See* Miss. Code Ann. § 89-3-7; *see also infra,* §§ 7-3 through 7-10)

§ 1-21. Limited Liability Company Operating Agreement — Another Form.

LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF _______________

THIS AGREEMENT is hereby made and entered into by the Members and Managers of _______________, a Mississippi limited liability company (the "LLC").

WITNESSETH:

WHEREAS, the initial Members formed the LLC effective __________ _______, 20______, pursuant to a Certificate of Formation filed with the Secretary of State of Mississippi on __________ _______, ______; and

WHEREAS, each of the parties hereto is of lawful age and otherwise legally competent to enter into this Limited Liability Company Operating Agreement (the "LLC Agreement") as a Member of the LLC pursuant to Mississippi Code Annotated, § 79-29-306 (Rev. 1998) and other applicable law; and

WHEREAS, the parties hereto desire to enter into this LLC Agreement setting forth the terms of the operation of the LLC, the governance of the LLC, the management of the business and affairs of the LLC and other matters as more specifically hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements provided herein to be kept and performed and other good and valuable consideration, the parties do hereby agree to the terms, conditions and provisions hereinafter set forth:

ARTICLE I

ORGANIZATION

1.01. Formation. The LLC was organized as a Mississippi limited liability company by the filing of a Certificate of Formation for the LLC with the Secretary of State of Mississippi. The Certificate of Formation was filed and effective __________ _______, 20______.

1.02. Name. The name of the LLC is "_______________" and all company business must be conducted in that name or in such other names (including trade names) that comply with applicable law as the Managers may select from time to time.

1.03. Registered Office and Registered Agent. The registered office of the LLC required to be maintained in the State of Mississippi shall have as its street address at ________________, ___________, Mississippi __________, and its mailing address at _______________, ________________, Mississippi __________. The street and/or mailing address of the registered office of the LLC may be changed from time to time as the Managers may designate in the manner provided by law. The registered agent of the LLC in the State of Mississippi shall be _______________. The registered agent may be changed from time to time to such person as the Managers may designate in the manner provided by law.

1.04. Principal Office and Other Offices. The principal office of the LLC shall be located at ________________, ___________, Mississippi __________. The address of the principal office of the LLC in the State of Mississippi may be changed from time to time by the Managers of the LLC. The LLC shall maintain the records required by Mississippi law at the principal office of the LLC in the State of Mississippi. The LLC may have such other offices either within or without the State of Mississippi as the Managers of the LLC may designate from time to time.

1.05. Purposes. The purposes of the LLC are to engage in any lawful activity, and to deal in and with any property of any kind, character or description, whether tangible, intangible, real, personal or mixed, and wheresoever located, in or by any lawful way, manner or means.

1.06. Foreign Qualification. Prior to the LLC's conducting business in any jurisdiction other than Mississippi, the Managers shall cause the LLC to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the LLC as a foreign limited liability company in that jurisdiction. At the request of the Managers each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this LLC Agreement that are necessary or appropriate to qualify, continue and terminate the LLC as a foreign limited liability company in all such jurisdictions in which the LLC may conduct business.

1.07. Term. The LLC commenced on __________ _______, 20______, the effective date set forth in the Certificate of Formation filed with the Secretary of State of Mississippi and shall continue in existence for the period fixed in this LLC Agreement for the duration of the LLC, or such earlier time as this LLC Agreement may specify.

1.08. No State Law Partnership. The Members intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager with respect to the operations of the LLC for any purposes other than federal and state tax purposes, and this LLC Agreement shall not be construed to suggest otherwise.

ARTICLE II

MEMBERS

2.01. Initial Members. The initial and current Members of the LLC are ____________________and ________________. Each of the above Members was admitted to the LLC as a Member effective __________ _____, 20______.

2.02. Admission of Members. A person may become a new Member only upon the written consent of (percent [words]) percent ((percent [figures])%) of the interest in the profits of the LLC and upon compliance with all of the provisions of this LLC Agreement. The terms of admission or issuance of an interest in the LLC must specify the percentages for the sharing of profits and losses and may provide for the creation of different classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group approved by the Members in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment shall be executed by the Members. Any such admission also must comply with the requirements described elsewhere in this Agreement and is effective only after the new Member has executed and delivered to the Members and Managers a document including the new Member's notice address and the new Member's consent to be bound by this Agreement.

Notwithstanding the foregoing, however, if a deceased Member was the sole Member of the LLC at the time of that Member's death, his or her estate shall be admitted as a Member of the LLC with all of the rights available to Members under this Agreement and applicable law. Alternatively, if there is at least one remaining Member of the LLC, the personal representative of a deceased Member's estate shall have only the rights set forth in Section 79-29-705, Miss. Code Ann. (Rev. 1998), subject to the option to purchase a deceased Member's interest set forth in Article VIII of this Agreement.

2.03. Restrictions on the Disposition of an Interest. Except as otherwise hereinafter expressly provided, a Member may not assign, sell, convey, transfer, donate, distribute, mortgage, deed, pledge, hypothecate or in any other manner dispose of, in whole or in part, directly or indirectly, by operation of law, or otherwise, such Member's interest in the LLC or any part thereof, without the prior written consent and approval of each other Member first had and obtained, and any such disposition, or attempted disposition, without such written consent and approval shall be null and void and of no force and effect.

2.04. Conditional Permitted Disposition.

A. If any Member desires to sell all or any part of such Member's interest in the LLC or desires to secure payment of any loan by encumbering all or any part of such interest, such Member is permitted to do so only in a transaction which is not conditioned upon the concurrent sale, transfer or encumbrance of any right, title or interest in any other property, and only after offering such interest to the other Members on the same terms, conditions and provisions as offered to such Member by a bona fide offeror or lender with respect to such interest, who is ready and able to perform the terms, conditions and provisions of such offer. The terms, conditions and provisions of such offer shall be promptly communicated in writing to each other Member, together with the name and address of such offeror or lender, and such other Members shall thereupon have an option for a period of (number of days [words]) ((number of days [figures])) days after receipt of such notice to elect to meet such offer upon the terms, conditions and provisions thereof. Such election to meet such offer shall be exercised in writing and delivered to the Member offering such interest (either by outright disposition or by encumbrance to secure payment of a loan) within said (number of days [words]) ((number of days [figures])) day period. If more than one Member desires to participate in the purchase of such interest or the making of such loan secured by such interest then, unless otherwise agreed among the Members desiring to participate in such disposition, all such Members shall purchase or lend in the ratio that their respective interests in the LLC prior to such purchase or loan bear to each other. If the offering Member does not receive such election by any of the other Members to meet the offer of the offeror or lender within said (number of days [words]) ((number of days [figures])) day period, then the offering Member is permitted to complete the transaction in strict compliance with said offer by such offeror or lender within (number of days [words]) ((number of days [figures])) days next following the expiration of said (number of days [words]) ((number of days [figures])) day period; provided, that if the offering Member fails to so complete said transaction with such offeror or lender within said period of (number of days [words]) ((number of days [figures])) days, then the rights of the other Members hereinabove set forth in this Section 2.04 shall be revived, and the offering Member shall not be permitted to complete the transaction with said offeror or lender unless said other Members shall again have elected not to meet the terms, conditions and provisions of said offer.

B. Notwithstanding the provisions of this Section, a Member is permitted to transfer any interest in the LLC by bequest or devise to any spouse, child or other direct lineal descendant of a Member by Will or pursuant to the laws of descent and distribution or intestate succession in the event any Member dies intestate; or by inter vivos transfer to any such spouse, child or other direct lineal descendant evidenced by a writing validly or lawfully transferring such interest to such spouse, child or direct lineal descendant; or by devise or bequest to any other Member, the spouse of any other Member, the child of any other Member, or any other direct lineal descendant of any other Member by Will or pursuant to the laws of descent and distribution or by inter vivos transfer. The term "direct lineal descendant" shall include for purposes of this Section 2.04 of this Agreement each natural and legally adopted child of a Member's child, i.e., the grandchildren of each Member and their direct lineal descendants. Provided, that in the case of a legally adopted grandchild of a Member or other more remote direct lineal descendant of a Member such descendant shall have been legally adopted prior to such person's attainment of seven (7) years of age. Notwithstanding the foregoing, however, any permitted transfer of an interest in the LLC by bequest or devise shall be made subject to the option of the LLC and the Members of the LLC to purchase the interest of a deceased Member of the LLC, set forth in Article VIII of this Agreement.

C. Each interest in the LLC of any Member transferred or encumbered in accordance with the provisions of this Section, whether inter vivos, or by devise, inheritance or otherwise, is expressly subject to each of the terms, conditions and provisions of this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and activities thereof, and each such inter vivos transaction involving a transfer, encumbrance or other disposition of any such interest by a Member shall expressly so provide in writing in the instrument reflecting such transfer, encumbrance or disposition of such interest. No transfer, encumbrance or other disposition of any such interest shall be binding on the LLC or any Member or Manager thereof unless and until the original or a certified copy of each instrument or document evidencing such transfer, encumbrance or other disposition has been delivered to each Member and Manager thereof. Provided further that neither the LLC or any Member or Manager shall be required to recognize a transferee of an interest in the LLC as a Member of the LLC unless and until such transferee has executed and delivered to the other Members and Managers an instrument signed by the transferee ratifying and adopting this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and affairs thereof. Further, in order to be recognized as a Member of the LLC, such transferee shall also execute, acknowledge if appropriate, and deliver each and all other instruments and documents necessary, convenient or appropriate to cause such transferee and the interest acquired thereby in this LLC to be committed to this LLC Agreement and to the same agreements, agency appointments, management arrangements, directives and policies by which the other Members and their respective interests in this LLC are governed and committed. Any transferee of an interest in the LLC that fails or refuses to take the actions hereinabove required to be recognized as a member of the LLC shall be an assignee as provided in Paragraph D of this Section 2.04. For accounting purposes, the LLC shall be obligated only to reflect a transfer of an interest in the LLC as of the first day of the calendar month next, following full compliance with all of the conditions precedent hereinabove provided with respect to such transfer, encumbrance or other disposition of an interest in the LLC. It is specifically provided that any such transfer or disposition of an interest in the LLC by a Member shall not relieve such Member of any of such Member's obligations or liabilities under this Agreement accruing prior to completion of such transfer or other disposition, or with respect to any event, action or inaction occurring in connection with the LLC prior to such transfer.

D. Any transferee of an interest in the LLC pursuant to this Section 2.04 of this Agreement shall be entitled to only those rights of assignees set forth in Section 79-29-702, Miss. Code Ann. (Rev. 1998), unless admitted as a Member in accordance with Section 2.02 of this Agreement.

2.05. Information.

A. In addition to the other rights specifically set forth in this LLC Agreement, each Member is entitled to all information to which a Member is entitled under the Mississippi Limited Liability Company Act. B. The Members acknowledge that from time to time they may receive confidential information from or regarding the LLC, the release of which may be damaging to the LLC or persons with which it does business. Each Member agrees to hold in strict confidence any information the Member receives regarding the LLC that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another Member or Manager, except for disclosures (i) compelled by law (but the Member must notify the Managers promptly of any request for that information, before disclosing it if practicable), (ii) to advisors or representatives of the Member or persons to which that Member's membership interest may be disposed as permitted by this LLC Agreement, but only if the recipients have agreed to be bound by the provisions of this Agreement, or (iii) of information that the Member also has received from a source independent of the LLC and the Member reasonably believes such information to have been obtained without breach of any obligation of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the LLC for which monetary damages are inadequate, difficult to compute or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance including, without limitation, injunctive relief.

2.06. Liabilities to Third Parties. No Member or Manager shall be liable for the debts, obligations or liabilities of the LLC, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, Manager, agent or employee of the LLC, whether under a judgment, decree or order of a Court or arising in any other manner. Provided that no Member or Manager shall be prohibited from entering into a specific guaranty of performance or payment with respect to any contractual obligation of the LLC.

2.07. Limitation of Liability of Members. No Member shall be liable to the LLC for money damages for any action taken, or any failure to take any action, as a Member, except liability for:

A. The amount of a financial benefit received by a Member to which he or she is not entitled;
B. An intentional infliction of harm on the LLC or any other Member;
C. An intentional violation of criminal law; or
D. A violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

2.08. Lack of Authority. Except as expressly provided for under this LLC Agreement, no Member (other than a Manager) has the authority or power to act for or on behalf of the LLC, to do any act that would be binding on the LLC, or to incur any expenditures on behalf of the LLC.

2.09. Voting.

A. A majority in percentage of the total profits interest of Members (i.e. more than fifty percent (50%) of the interest in the profits of the LLC) constitutes a quorum. All references in this LLC Agreement to a "majority in interest" when referring to the Members of the LLC shall mean a majority of the interest in the profits of the LLC. Unless otherwise expressly provided, any action required or permitted to be taken by the Members of the LLC may be taken upon the affirmative vote of a majority in interest of the LLC which vote shall constitute a valid decision of the Members. Each Member of the LLC shall be entitled to vote his or her profits interest on any matter entitled to be voted on by the Members.

B.Members may vote by proxy appointed by an instrument in writing bearing a date not more than one (1) year before the meeting.

2.10. Members' Meetings. All meetings of the Members shall be held at such time and place, within or without the State of Mississippi, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Regular meetings of the Members shall be held annually or more frequently, as the majority in interest of the Members shall determine.

2.11. Action Without Meeting. Members may take any action without a meeting if consented to in writing by all Members. Such consent shall have the same force and effect as a unanimous vote at a meeting.

2.12. Conduct of Meetings. All meetings of the Members shall be presided over by the Chairman of the meeting, who shall be a Member or Manager designated by a majority in interest of the Members.

2.13. Notice. Written notice of each meeting of the Members shall be delivered to each Member stating the place, date and hour of the meeting and, in the case of the special meeting, the purposes of the meeting.

2.14. Waiver of Notice. Any Member may waive the notice of a meeting of the Members by a signed writing.

2.15. Annual Meeting. The annual meeting of the Members for the election of Managers and for the transaction of all other business which may come before the meeting shall be held on the (first/second/third) (weekday) in __________ in each year (if not a legal holiday and, if a legal holiday, then on the next following business day) at the hour specified in the notice of the meeting. If the annual meeting is not held on the date above specified, or if the election of Managers shall not be held on that date, the Managers shall cause a special meeting of the Members in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the LLC.

2.16. Special Meetings. Special meetings of the Members may be called at any time by a Manager or by the holders of at least (percent [words]) percent ((percent [figures])%) of the membership interests entitled to be voted at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on at such meeting.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.01. Initial Contributions. The initial members have contributed the property set forth on Exhibit A to this Agreement.

3.02. Subsequent Contributions. No Member is obligated to make any additional contribution to the capital of the LLC (including a contribution to restore a Member's negative capital account), but additional contributions of capital may be made to the LLC upon such terms, conditions and provisions as are mutually agreed upon by the Members.

3.03. Return of Contributions/Withdrawal. No Member may withdraw from the LLC, and no Member is entitled to the return of any part of such Member's capital contribution or to be paid interest in respect of either the Member's capital account or capital contribution at any time. An unrepaid capital contribution is not a liability of the LLC or of any Member. A Member is not required to contribute or lend any cash or property to the LLC to enable the LLC to return any Member's capital contribution.

3.04. Advances by Members. If the LLC does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the Managers' consent may advance all or part of the needed funds to or on behalf of the LLC. An advance described in this Section constitutes a loan from the Member to the LLC, bears interest at the General Interest Rate hereinafter defined from the date of the advance until the date of payment, and is not a capital contribution.

3.05. Capital Accounts. A capital account shall be established and maintained for each Member. Each Member's capital account (a) shall be increased by (i) the amount of money contributed by that Member to the LLC, (ii) the fair market value of property contributed by that Member to the LLC (net of liabilities secured by the contributed property that the LLC is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to that Member of LLC income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. § 1.704-1(b)(4)(i), and (b) shall be decreased by (i) the amount of money distributed to that Member by the LLC, (ii) the fair market value of property distributed to that Member by the LLC (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to that Member of expenditures of the LLC described in Section 705(a)(2)(B) of the Code, and (iv) allocations of company loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding items described in Clause (b)(iii) above and loss or deduction described in Treas. Reg. § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii). The Members' capital accounts also shall be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. § 1.704-1(b)(2)(iv) and § 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g). On the transfer of all or a part of the interest of a Member in accordance with the terms of this Agreement the capital account of the transferor that is attributable to the transferred interest of the Member or part thereof shall carry over to the transferee Member in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(l).

ARTICLE IV

ALLOCATIONS, DISTRIBUTIONS AND SHARING OF PROFITS AND LOSSES

4.01. Allocations and Sharing of Profits and Losses. Except as may be required by Section 704(c) of the Code and Treas. Reg. § 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the LLC shall be allocated among the Members in accordance with their respective percentage interests in the net profits and net losses and in the capital of the partnership. The percentages are as follows:

Name Of Member	Percent
____________________	________________
____________________	________________

The percentages set forth above represent each Member's "profits interest" (and "membership interest") for all purposes under this agreement.

All items of income, gain, loss, deduction and credit allocable to any interest of a Member that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that interest without regard to the results of LLC operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method of permissible under Section 706 of the Code and the regulations thereunder.

4.02. Distributions.

A. From time to time (but at least once each calendar quarter) the Managers shall determine in their reasonable judgment to what extent (if any) the LLC's cash on hand exceeds its current and anticipated needs, including, without limitation, cash needs for operating expenses, debt service, acquisitions, purchases, contractual obligations, fulfillment of business plans, and a reasonable contingency reserve. If in the judgment of the Managers such excess exists, the

Managers shall cause the LLC to distribute to the Members, in accordance with their profits interests, an amount in cash equal to that excess.

B. From time to time the Managers may also cause property of the LLC other than cash to be distributed to the Members, which distribution must be made in accordance with their profits interests and may be made subject to existing liabilities and obligations. Immediately prior to such distribution, the capital accounts of the Members shall be adjusted as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(f).

C. Notwithstanding anything to the contrary in Paragraphs A or B of this Section 4.02, if the Managers so elect, distributions of profits, losses or return of capital may be withheld to accomplish the business purposes of the LLC as may be established from time to time.

ARTICLE V

MANAGERS

5.01. Management by Managers.

A. Pursuant to the Certificate of Formation of the LLC full management of the LLC is vested in Managers who shall be elected by the Members. By execution of this Agreement, the Members hereby unanimously elect (Name of Manager) as the initial and current Manager of the LLC who shall serve until (his/her) successor is elected and qualified. All references herein to "Managers" shall be deemed to refer to (Name of Manager) individually until there are additional Managers elected. In addition, the provisions of this Agreement relating to the activities of Managers (meetings, voting, etc.) shall be construed in a flexible manner so as to accommodate the existence of one Manager.

B. Except for situations in which the approval of the Members is required by this Agreement or by non-waivable provisions of applicable law, and subject to the provisions of Section 5.03, (i) the powers of the LLC shall be exercised by or under the authority of, and the business and affairs of the LLC shall be managed under the direction of, the Managers; (ii) no Member, acting solely in the capacity of a Member, is an agent of the LLC; (iii) each Manager is an agent of the LLC; and (iv) the Managers (acting individually or collectively, except as limited under Section 5.01D. and 5.02B.) may make all decisions and take all actions for the LLC including, without limitation, the following:

(1) Entering into, making and performing contracts, agreements and other undertakings binding the LLC that may be necessary, appropriate or advisable in furtherance of the purposes of the LLC and making all decisions and waivers thereunder;

(2) Opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;
(3) Maintaining the assets of the LLC in good order;
(4) Collecting sums due the LLC;
(5) Paying debts and obligations of the LLC to the extent that funds of the LLC are available;
(6) Acquiring, utilizing for LLC purposes and disposing of any asset of the LLC;
(7) Borrowing money or otherwise committing the credit of the LLC for LLC activities and voluntary prepayments or extensions of debt;
(8) Selecting, removing and changing the authority and responsibility of lawyers, accountants and other advisors and consultants;
(9) Obtaining insurance for the LLC;
(10) Determining distributions of LLC cash and other property as hereinabove provided; and
(11) Making decisions regarding fulfillment of the purposes of the LLC as hereinabove described.

C. The Managers shall have the authority to make any tax elections available to the LLC, or to its Members or Managers in said capacities. The Managers shall be responsible for causing federal and state income tax returns for the LLC to be prepared and filed and to cause such other reports and returns as may be required by law to be prepared and filed.

D. Notwithstanding the provisions of Paragraph B of this Section 5.01 hereinabove set forth, the following actions shall require the unanimous consent of all duly elected and qualified Managers:

(1) The sale of all or substantially all assets of the LLC; or
(2) The encumbrance of any assets of the LLC by the granting of a mortgage or deed of trust on any assets of the LLC, excluding liens and encumbrances incurred in the ordinary course of business of the LLC.

5.02. Actions by Managers; Delegation of Authorities and Duties.

A. In managing the business and affairs of the LLC and exercising its powers, the Managers may act through meetings and written consents as provided or limited in this Agreement.

B. The Managers may, from time to time, delegate to one or more Managers such authority and duties as the Managers deem advisable. In addition, the Managers may assign titles (including, without limitation, President, Vice President, Secretary, Assistant Secretary, Treasurer) to any such Manager. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such Manager of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to this Section 5.02. Any number of titles may be held by the same Manager. Any delegation pursuant to this Section 5.02 may be revoked at any time by majority vote of the Managers.

C. Any person dealing with the LLC, other than a Member, may rely on the authority of any Manager or officer in taking any action in the name of the LLC without inquiry into the provisions of this LLC Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

5.03. Powers of Managers. Every Manager is an agent of the LLC for the purpose of its business. The act of a Manager, including the execution of any instrument in the name of the LLC for apparently carrying on the usual business of the LLC, binds the LLC unless the Manager so acting otherwise lacks the authority to act for the LLC and the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

5.04. Number and Term of Office. The number of Managers of the LLC shall be determined from time to time by resolution of the Members. If the Members make no such determination, the number of Managers shall be the number set forth in the Certificate of Formation as the number of Managers constituting the initial Managers. Each Manager shall hold office for the term for which (he/she) is elected and thereafter until (his/her) successor shall have been elected and qualified, or until (his/her) earlier death, resignation or removal. Managers need not be Members or residents of the State of Mississippi.

5.05. Removal. Any and all Managers may be removed, either for or without cause, at an annual meeting or special meeting of the Members by the affirmative vote of Members having a (percent [words]) percent ((percent [figures])%) interest in the profits of the LLC.

5.06. Resignations. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, then at the time of its receipt by any other Manager. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

5.07. Vacancies. Any vacancy occurring in the Managers may be filled by the affirmative vote of Members having a (percent [words]) percent ((percent [figures])%) interest in the profits of the LLC. A Manager elected to fill a vacancy shall be elected for the unexpired term of (his/her) predecessor in office.

Any Manager position to be filled by reason of an increase in the number of Managers shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

5.08. Managers' Meetings. Meetings of the Managers, regular or special, may be held either within or without the State of Mississippi. Managers may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.09. Annual Meetings. An annual meeting of the Managers shall be held without further notice immediately following the annual meeting of the Members, and at the same place, unless the time or place shall be changed by unanimous consent of the Managers then elected and serving.

5.10. Regular Meetings of Managers. A regular meeting of the Managers may be held at such time as shall be determined from time to time by resolution of the Managers.

5.11. Special Meetings of Managers. A special meeting of the Managers may be called at any time by the affirmative vote of at least (percent [words]) percent ((percent [figures])%) of the Managers. Such special meeting shall be held at the time specified in the notice of meeting.

5.12. Notice of Managers' Meetings. All meetings of the Managers (annual, regular or special) shall be held upon not less than two (2) days written notice stating the date, place and hour of the meeting delivered to each Manager either personally or by mail. In any case where all of the Managers execute a waiver of notice of the time and place of a meeting no notice thereof shall be required, and any such meeting (whether annual, regular or special) shall be held at the time and place (either within or without the State of Mississippi) specified in the waiver of notice. Attendance of Managers at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

5.13. Action Without Meeting. Any action required by statute to be taken at a meeting of the Managers, or any action which may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all the Managers. Such consent shall have the same force and effect as a unanimous vote at a meeting.

5.14. Quorum; Majority Vote. At all meetings of the Managers a majority of the number of Managers fixed by this Agreement shall constitute a quorum for the transaction of business unless a greater number is required by law. The act of a majority of the Managers present at any meeting at which at quorum is present shall be the act of the Managers unless the act of a greater number is required by statute or by this Agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5.15. Limitation of Liability of Managers. No Manager shall be liable to the LLC for money damages for any action taken, or any failure to take any action, as a Manager of the LLC, except liability for:

A. The amount of a financial benefit received by such Manager to which he or she is not entitled;
B. An intentional infliction of harm on the LLC or the Members thereof;
C. An intention violation of criminal law; or
D. A violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

ARTICLE VI

INDEMNIFICATION

6.01. Liability of Members. A Member shall only be liable for debts of and claims against the LLC of whatever nature and however arising to the extent of the Member's capital contribution.

6.02. Indemnification of Members and Managers. The LLC shall indemnify each Member and Manager against all claims, demands, actions, suits and proceedings to which a Member or Manager is made a party because he or she is or was a Member, Manager or agent of the LLC to the full extent that such indemnification is permitted under law or by contract except as such indemnification is limited under Section 79-29-110(4) Miss. Code Ann. (Rev. 1998) and except as such indemnification, or the benefits thereof, are covered by insurance, the obligations of other indemnity agreements or other contractual obligations.

6.03. Expenses. The LLC may reimburse a Member or Manager for all expenses, including legal fees, and losses, in connection with any suit, action, claim or demand arising out of or relating to a Member's or Manager's service or status as a Member or Manager of the LLC.

6.04. Non-Exclusivity. The indemnification and advancement of expenses provided for under this Article shall not be exclusive of any other right available to a Member or Manager of the LLC.

6.05. Insurance. The LLC may purchase and maintain insurance on behalf of its Members, Managers and employees against liability.

ARTICLE VII

DISSOLUTION, LIQUIDATION AND TERMINATION

7.01. Dissolution. The LLC shall dissolve and its affairs shall be wound up on the first to occur of the following:

A. Unless extended by the affirmative vote of a majority in interest held by the Members upon __________ _______, 20______;
B. Upon the vote of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.
C. Upon the death, insanity, retirement, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the LLC, but only if a majority in interest of the remaining Members consent to the dissolution of the LLC; or
D. Entry of a decree of judicial dissolution of the LLC under Section 79-29-802, Mississippi Code Ann. (Rev. 1998).

7.02. Liquidation and Termination. On dissolution of the LLC, the Managers shall act as liquidators or may appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Mississippi Limited Liability Company Act. The costs of liquidation shall be borne as an expense of the LLC. Until final distribution, the liquidator shall continue to operate the LLC properties with all the power and authority of the Managers. The steps to be accomplished by the liquidator are as follows:

A. As promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a firm of certified public accountants of the LLC's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

B. The liquidator shall cause the certificate of dissolution provided for under Section 79-29-204, Mississippi Code Ann. (Rev. 1998) to be filed with the Secretary of State of Mississippi;

C. The liquidator shall cause the notice described in Section 79-29-806, Mississippi Code Ann. (Rev. 1998) to be mailed to each known creditor of and claimant against the LLC in the manner described in said statute;

D. The liquidator may cause the notice described in Section 79-29-807, Mississippi Code Ann. (Rev. 1998) (regarding unknown claims against the LLC) to be published in accordance with said statute;

E. The liquidator shall pay, satisfy or discharge from LLC funds all of the debts, liabilities and obligations of the LLC (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow or reserve fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

F. All remaining assets of the LLC shall be distributed to the Members as follows:

(1) The liquidator may sell any or all LLC property, including sales to Members or Managers, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;

(2) With respect to all LLC property that is not sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(3) LLC property shall be distributed among the Members in accordance with the positive capital account balance of the Members, as determined after taking into account all capital account adjustments for the taxable year of the LLC during which the liquidation of the LLC occurs (other than those made by reason of this subparagraph (3)); and those distributions shall be made by the end of the taxable year of the LLC during which the liquidation of the LLC occurs (or, if later, (90) days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee Member for costs, expenses and liabilities theretofore incurred for which the LLC has committed prior to the date of termination and those costs, expenses and liabilities shall be allocated to the distributee Member pursuant to this Section 7.02. Provided that a Member's liability relating to a distribution in kind shall be limited to the extent of the value of the property distributed and no

Member shall have any personal liability with respect to such property or for costs, expenses or liabilities incurred by the LLC prior to the termination date to the extent such costs, expenses or liabilities exceed the value of the property distributed to such Member. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 7.02 constitutes a complete return to the Member of such Member's capital contribution and a complete distribution to the Member of such Member's interest in the LLC, and all of the LLC's property, and constitutes a compromise to which all Members have consented. To the extent that a Member returns funds to the LLC, such Member has no claim against any other Member for those funds.

7.03. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the LLC (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective interests in the profits and losses of the LLC, upon dissolution of the LLC such deficit shall not be an asset of the LLC and such Member shall not be obligated to contribute such amount to the LLC to bring the balance of such Member's capital account to zero.

7.04. Certificate of Cancellation. Upon the completion of the winding up of the affairs of the LLC, including the distribution of the LLC assets as provided herein, the LLC is terminated, and the Managers or authorized Member shall file a certificate of cancellation with the Secretary of State of Mississippi as provided under Sections 79-29-204 and 803, Mississippi Code Ann. (Rev. 1998). Such Managers or authorized Member shall take such other actions as may be necessary to terminate the LLC. An "authorized Member" will be a Member or Members appointed by the Managers.

ARTICLE VIII

DEATH OF A MEMBER

8.01. Death of Members. Upon the death of a Member, the existence of the LLC shall continue unless a majority in interest of the remaining Members vote to dissolve the LLC. For a period of (number of days [words]) ((number of days [figures])) days after the death of a Member, the LLC shall have the exclusive option, but not the obligation, to purchase the LLC interest of a deceased Member. If the LLC does not exercise its option within said (number of days [words]) ((number of days [figures])) day period, then for a period of (number of days [words]) ((number of days [figures])) days after the expiration of such period the remaining Members shall have the exclusive option, but not the obligation, to purchase the LLC interest of such deceased Member. Notice of the exercise of such option shall be given in writing to the personal representative of such deceased Member's estate within the time permitted for the exercise of such option, and the purchase of the deceased Member's interest in the LLC from his or her estate shall be closed within (number of days [words]) ((number of days [figures])) days after written notice of the exercise of the option is given. If the LLC waives or does not exercise its option and more than one Member desires to participate in the purchase of the deceased Member's interest in the LLC, then, unless otherwise agreed among the Members desiring to participate in such purchase, all such Members shall purchase the deceased Member's interest in the ratio that their respective interests in the LLC prior to such purchase bear to each other.

8.02. Terms of Purchase. The purchase price to be paid for the LLC interest shall be its value as reported, or to be reported, on the Federal estate tax return of the deceased Member, or, if at the time the option is exercised such value has not been determined, then the market value of such interest as of the date of the deceased Member's death, adjusted to take into account any changes in valuation from the date of such Member's death to the date the option is exercised, as of which date the valuation shall be fixed. The market value of such interest shall be determined by the appraiser or other professional engaged by the deceased Member's estate to determine the value of such interest for Federal estate tax purposes. Provided, however, the LLC or other Members of the LLC shall have the right to engage a qualified appraiser to determine the market value of such LLC interest and if such qualified appraiser's opinion of value is more than five percent (5%) different than the market value determined by the appraiser for the deceased Member's estate, the appraiser shall consult and agree upon the market value of the LLC interest, or if they cannot agree, they shall jointly select a third qualified appraiser who shall determine the market value of such interest. Notwithstanding the market value determined by such third appraiser, the purchase price for such interest shall be no higher than the highest value and no lower than the lowest value determined by those appraisers who selected such third appraiser.

8.03. Life Insurance. The LLC may choose to become the owner of certain policies of life insurance insuring the lives of the Members. Said life insurance may be purchased by the LLC for two purposes:

A. To compensate the LLC in part for any loss resulting to the LLC as a consequence of the death of one or more Members; and

B. To assist in carrying out the purchase of a deceased Member's LLC interest that the LLC will have the option to make in this Article.

Life insurance proceeds received by the LLC under the policies shall be used first to satisfy the obligation of the LLC to purchase the interest of the deceased Member from his estate. Any excess life insurance proceeds shall be used as determined by the LLC.

8.04. Continuation of LLC. If the LLC and the remaining Members do not exercise their option to purchase a deceased Member's LLC interest (or if the deceased Member is the sole member of the LLC at the time of his or her death), the LLC shall continue (unless the remaining Members elect to dissolve the LLC in accordance with Section 7.01) and the deceased Member's interest shall be distributed from his or her estate to his or her beneficiaries under his or her will or to his or her heirs at law under the laws of descent and distribution. Any such distribution and transfer shall be a permitted disposition under Section 2.04. The LLC interest shall continue to be subject to all the terms and conditions of this Agreement while such interest is held by the personal representative of a deceased Member's estate or by any beneficiary under a deceased Member's will or any heir at law of a deceased Member. As set forth in Sections 2.02 and 2.04 of this Agreement, the ultimate recipient of such interest shall only become a Member upon the written consent of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.

ARTICLE IX

GENERAL PROVISIONS

9.01. Books and Records.

A. The LLC shall maintain those books and records required by statute and such other books and records as it may deem necessary or desirable. All books and records provided for by statute shall be open to inspection of the Members from time to time and to the extent expressly provided by statute, but not otherwise. The Managers may examine all such books and records at all reasonable times. The LLC shall keep and maintain the following records at its principal place of business:

(1) A current list of the full name and last known street address of each Member and Manager;

(2) A copy of the Certificate of Formation and all certificates of amendment and restatement thereof, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

(3) Copies of any then effective limited liability company operating agreement; and

(4) Unless contained in the Certificate of Formation or the Limited Liability Company Operating Agreement, a writing setting out:

(a) The amount of cash and a description and statement of the agreed value of the other property and services contributed by each Member and which each Member has agreed to contribute;
(b) The times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made; and
(c) Any events upon the happening of which the LLC is to be dissolved and its affairs wound up; and
(d) Correct and complete books and records of account of the LLC.

B. The LLC shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

C. The LLC shall keep its registered office in Mississippi.

D. A Member, or an assignee of a membership interest, on written request stating the purpose, may examine and copy, in person or by the Member's or assignee's representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Section and other information regarding the business, affairs and financial condition of the LLC as is just and reasonable for such person to examine and copy.

9.02. Amendment or Modification. This Agreement may be amended or modified only by a writing signed by all Members. Any oral amendment or modification is specifically unenforceable.

9.03. Checks, Notes, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of or payable to the LLC shall be signed or endorsed by such designated person(s) as are appointed by the Managers. The designated person(s) may be a Manager, officer, Member, employee or other person as may from time to time may be designated, and dual signatures may be required as determined by the Managers.

9.04. Headings. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation and shall not be construed in such a manner as to limit the scope of the provision to which a particular heading pertains.

9.05. Construction. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the singular shall include the plural and vice versa. All references to articles, sections and subsections refer to articles, sections and subsections of this Agreement. All references to exhibits, if any, are to exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion or provision of this Agreement shall be determined to be invalid, inoperative or unenforceable, then, so far as is reasonable and possible:

A. All remaining provisions of this Agreement shall be considered valid, operative and enforceable; and

B. Effect shall be given to the intent manifested by the portion or provision held to be invalid, inoperative or unenforceable.

9.06. Entire Agreement. This Agreement constitutes the entire agreement of the Members relating to the LLC and supersedes any and all other prior contracts or agreements with respect to the LLC, whether oral or written.

9.07. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the LLC is not a consent to, or waiver of, any other breach or default in the performance by that person of the same or any other obligation of that person with respect to the LLC. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the LLC, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute of limitations has run.

9.08. Binding Effect. Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding upon and shall inure to the benefit of the Members and their respective heirs, legal representatives and assigns.

9.09. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Mississippi. In the event of a direct conflict between the provisions of this LLC Agreement and (a) any provision of the Certificate of Formation, or (b) any mandatory provision of the Mississippi Limited Liability Company Act, the applicable provision of the Certificate of Formation or the Act shall control.

9.10. Further Assurances. In connection with this LLC Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

9.11. General Interest Rate. Whenever under the terms of this Agreement an interest rate is to be applied to an indebtedness such rate shall be the rate per annum equal to the lesser of:

(a) The prime rate quoted in the Money Rates section of *The Wall Street Journal* which is also the base rate on corporate loans at large United

States money centers and commercial banks, with adjustments in that varying rate to be made on the same date as any change in that rate, and

(b) The maximum rate permitted by applicable law.

9.12. Notice to Members of Provisions of this Agreement. By executing this LLC Agreement each Member acknowledges that he or she has actual notice of (a) all the provisions of this LLC Agreement including, without limitation, the restrictions on the transfer of the interest of a Member set forth in Article II and (b) all provisions of the Certificate of Formation. Each Member hereby agrees that this Agreement constitutes adequate notice of all of such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

9.13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

9.14. Conflicting Provisions. To the extent that one or more provisions of this Agreement appear to be in conflict with one another, then the Managers (determined by the affirmative vote of a majority of the Managers) shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to the Managers in interpreting the provisions of this Agreement to accomplish the purposes and objectives of the LLC, and the Managers may apply this Agreement in such manner as to be in the best interests of the LLC, in their discretion, even if such interpretation or choice of conflicting provisions to enforce is detrimental to one or more Members or Managers.

9.15. Tax Matters Partner. _____________ shall be the initial tax matters partner of the LLC for federal income tax purposes and shall receive all notices from the Internal Revenue Service. The tax matters partner is authorized to sign tax returns on behalf of the LLC and to take such other actions as are reasonably necessary and proper to comply with all tax return and reporting requirements of the LLC. Provided, however, that such authorization shall not limit or diminish the authority or responsibility of the Managers regarding tax elections or the preparation and filing of tax returns and other reports as hereinabove set forth in Paragraph C of Section 5.01, Provided further that the designation of (Name) as tax matters partner shall in no way be construed to increase or otherwise affect her limited liability as a Member of the LLC under state law, this LLC Agreement or otherwise.

The undersigned, being all the Members and Managers as specified in this LLC Agreement, hereby unanimously adopt this LLC Agreement effective the __________ day of __________, 20_____.

MEMBER:

____
(Name of Member)

MEMBER:

____
(Name of Member)

MANAGER:

____
(Name of Manager)

(Add Proper Acknowledgements — *See* Miss. Code Ann. § 89-3-7; *see also infra,* §§ 7-3 through 7-10)

§ 1-22. Limited Liability Company Operating Agreement — Another Form.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF ______________

THIS AGREEMENT is hereby made and entered into by the Members of ______________, a Mississippi limited liability company (the "LLC").

WITNESSETH:

WHEREAS, the initial Member formed the LLC effective __________ _______, 20_____, pursuant to a Certificate of Formation filed with the Secretary of State of Mississippi on __________ _______, 20______; and

WHEREAS, the initial Member is of lawful age and otherwise legally competent to enter into this Limited Liability Company Operating Agreement (the "LLC Agreement") as a Member of the LLC pursuant to Mississippi Code Annotated, § 79-29-306 (Rev. 1998) and other applicable law; and

WHEREAS, the initial Member desires to enter into this LLC Agreement setting forth the terms of the operation of the LLC, the governance of the LLC, the management of the business and affairs of the LLC and other matters as more specifically hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements provided herein to be kept and performed and other good and valuable consideration, initial Member does hereby agree to the terms, conditions and provisions hereinafter set forth:

ARTICLE I

ORGANIZATION

1.01. Formation. The LLC was organized as a Mississippi limited liability company by the filing of a Certificate of Formation for the LLC with the Secretary of State of Mississippi. The Certificate of Formation was filed and effective __________ _______, 20______.

1.02. Name. The name of the LLC is "______________" and all company business must be conducted in that name or in such other names (including trade names) that comply with applicable law as the Members may select from time to time.

1.03. Registered Office and Registered Agent. The registered office of the LLC required to be maintained in the State of Mississippi shall have as its street address at ________________, ___________, Mississippi __________, and its mailing address at ________________, ________________, Mississippi __________. The street and/or mailing address of the registered office of the LLC may be changed from time to time as the Managers may designate in the manner provided by law. The registered agent of the LLC in the State of Mississippi shall be ________________. The registered agent may be changed from time to time to such person as the Members may designate in the manner provided by law.

1.04. Principal Office and Other Offices. The principal office of the LLC shall be located at ________________, ___________, Mississippi __________. The address of the principal office of the LLC in the State of Mississippi may be changed from time to time by the Members of the LLC. The LLC shall maintain the records required by Mississippi law at the principal office of the LLC in the State of Mississippi. The LLC may have such other offices either within or without the State of Mississippi as the Members of the LLC may designate from time to time.

1.05. Purposes. The purposes of the LLC are to engage in any lawful activity, and to deal in and with any property of any kind, character or description, whether tangible, intangible, real, personal or mixed, and wheresoever located, in or by any lawful way, manner or means.

1.06. Foreign Qualification. Prior to the LLC's conducting business in any jurisdiction other than Mississippi, the Members shall cause the LLC to comply, to the extent procedures are available and those matters are reasonably within the control of the Members, with all requirements necessary to qualify the LLC as a foreign limited liability company in that jurisdiction. Each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this LLC Agreement that are necessary or appropriate to qualify, continue and terminate the LLC as a foreign limited liability company in all such jurisdictions in which the LLC may conduct business.

1.07. Term. The LLC commenced on ___________ _______, 20______, the effective date set forth in the Certificate of Formation filed with the Secretary of State of Mississippi and shall continue in existence for the period fixed in this LLC Agreement for the duration of the LLC, or such earlier time as this LLC Agreement may specify.

1.08. No State Law Partnership. The Members intend that the LLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member with respect to the operations of the LLC for any purposes other than federal and state tax purposes, and this LLC Agreement shall not be construed to suggest otherwise.

ARTICLE II

MEMBERS

2.01. Initial Members. The initial and current sole Member of the LLC is ________________, who was admitted to the LLC as a Member effective __________ ________, 20______. All references herein to "Members" shall be deemed to refer to ____________________individually until there are additional Members admitted to the LLC. In addition, the provisions of this Agreement relating to the activities of Members (meetings, voting, etc.) shall be construed in a flexible manner so as to accommodate the existence of one Member.

2.02. Admission of Members. A person may become a new Member only upon the written consent of (percent [words]) percent ((percent [figures])%) of the interest in the profits of the LLC and upon compliance with all of the provisions of this LLC Agreement. The terms of admission or issuance of an interest in the LLC must specify the percentages for the sharing of profits and losses and may provide for the creation of different classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group approved by the Members in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment shall be executed by the Members. Any such admission also must comply with the requirements described elsewhere in this Agreement and is effective only after the new Member has executed and delivered to each Member a document including the new Member's notice address and the new Member's consent to be bound by this Agreement.

Notwithstanding the foregoing, however, if a deceased Member was the sole Member of the LLC at the time of that Member's death, his or her estate shall be admitted as a Member of the LLC with all of the rights available to Members under this Agreement and applicable law. Alternatively, if there is at least one remaining Member of the LLC, the personal representative of a deceased Member's estate shall have only the rights set forth in Section 79-29-705, Miss. Code Ann. (Rev. 1998), subject to the option to purchase a deceased Member's interest set forth in Article VIII of this Agreement.

2.03. Restrictions on the Disposition of an Interest. Except as otherwise hereinafter expressly provided, a Member may not assign, sell, convey, transfer, donate, distribute, mortgage, deed, pledge, hypothecate or in any other manner dispose of, in whole or in part, directly or indirectly, by operation of law, or otherwise, such Member's interest in the LLC or any part thereof, without the prior written consent and approval of each other Member first had and obtained, and any such disposition, or attempted disposition, without such written consent and approval shall be null and void and of no force and effect.

2.04. Conditional Permitted Disposition.

A. If any Member desires to sell all or any part of such Member's interest in the LLC or desires to secure payment of any loan by encumbering all or any part of such interest, such Member is permitted to do so only in a transaction which is not conditioned upon the concurrent sale, transfer or encumbrance of any right, title or interest in any other property, and only after offering such interest to the other Members on the same terms, conditions and provisions as offered to such Member by a bona fide offeror or lender with respect to such interest, who is ready and able to perform the terms, conditions and provisions of such offer. The terms, conditions and provisions of such offer shall be promptly communicated in writing to each other Member, together with the name and address of such offeror or lender, and such other Members shall thereupon have an option for a period of (number of days [words]) ((number of days [figures])) days after receipt of such notice to elect to meet such offer upon the terms, conditions and provisions thereof. Such election to meet such offer shall be exercised in writing and delivered to the Member offering such interest (either by outright disposition or by encumbrance to secure payment of a loan) within said (number of days [words]) ((number of days [figures])) day period. If more than one Member desires to participate in the purchase of such interest or the making of such loan secured by such interest then, unless otherwise agreed among the Members desiring to participate in such disposition, all such Members shall purchase or lend in the ratio that their respective interests in the LLC prior to such purchase or loan bear to each other. If the offering Member does not receive such election by any of the other Members to meet the offer of the offeror or lender within said (number of days [words]) ((number of days [figures])) day period, then the offering Member is permitted to complete the transaction in strict compliance with said offer by such offeror or lender within (number of days [words]) ((number of days [figures])) days next following the expiration of said (number of days [words]) ((number of days [figures])) day period; provided, that if the offering Member fails to so complete said transaction with such offeror or lender within said period of (number of days [words]) ((number of days [figures])) days, then the rights of the other Members hereinabove set forth in this Section 2.04 shall be revived, and the offering Member shall not be permitted to complete the transaction with said offeror or lender unless said other Members shall again have elected not to meet the terms, conditions and provisions of said offer.

B. Notwithstanding the provisions of this Section, a Member is permitted to transfer any interest in the LLC by bequest or devise to any spouse, child or other direct lineal descendant of a Member by Will or pursuant to the laws of descent and distribution or intestate succession in the event any Member dies intestate; or by inter vivos transfer to any such spouse, child or other direct lineal descendant evidenced by a writing validly or lawfully transferring such interest to such spouse, child or direct lineal descendant; or by devise or bequest to any other Member, the spouse of any other Member, the child of any other Member, or any other direct lineal descendant of any other Member by Will or pursuant to the laws of descent and distribution or by inter vivos transfer. The term "direct lineal descendant" shall include for purposes of this Section 2.04 of this Agreement each natural and legally adopted child of a Member's child, i.e., the grandchildren of each Member and their direct lineal descendants. Provided, that in the case of a legally adopted grandchild of a Member or other more remote direct lineal descendant of a Member such descendant shall have been legally adopted prior to such person's attainment of seven (7) years of age. Notwithstanding the foregoing, however, any permitted transfer of an interest in the LLC by bequest or devise shall be made subject to the option of the LLC and the Members of the LLC to purchase the interest of a deceased Member of the LLC, set forth in Article VIII of this Agreement.

C. Each interest in the LLC of any Member transferred or encumbered in accordance with the provisions of this Section, whether inter vivos, or by devise, inheritance or otherwise, is expressly subject to each of the terms, conditions and provisions of this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and activities thereof, and each such inter vivos transaction involving a transfer, encumbrance or other disposition of any such interest by a Member shall expressly so provide in writing in the instrument reflecting such transfer, encumbrance or disposition of such interest. No transfer, encumbrance or other disposition of any such interest shall be binding on the LLC or any Member thereof unless and until the original or a certified copy of each instrument or document evidencing such transfer, encumbrance or other disposition has been delivered to each Member and Manager thereof. Provided further that neither the LLC or any Member or Manager shall be required to recognize a transferee of an interest in the LLC as a Member of the LLC unless and until such transferee has executed and delivered to the other Members an instrument signed by the transferee ratifying and adopting this LLC Agreement and each other agreement at the time in force and effect with respect to the LLC and the business and affairs thereof. Further, in order to be recognized as a Member of the LLC, such transferee shall also execute, acknowledge if appropriate, and deliver each and all other instruments and documents necessary, convenient or appropriate to cause such transferee and the interest acquired thereby in this LLC to be committed to this LLC Agreement and to the same agreements, agency appointments, management arrangements, directives and policies by which the other Members and their respective interests in this LLC are governed and committed. Any transferee of an interest in the LLC that fails or refuses to take the actions hereinabove required to be recognized as a member of the LLC shall be an assignee as provided in Paragraph D of this Section 2.04. For accounting purposes, the LLC shall be obligated only to reflect a transfer of an interest in the LLC as of the first day of the calendar month next, following full compliance with all of the conditions precedent hereinabove provided with respect to such transfer, encumbrance or other disposition of an interest in the LLC. It is specifically provided that any such transfer or disposition of an interest in the LLC by a Member shall not relieve such Member of any of such Member's obligations or liabilities under this Agreement accruing prior to completion of such transfer or other disposition, or with respect to any event, action or inaction occurring in connection with the LLC prior to such transfer.

D. Any transferee of an interest in the LLC pursuant to this Section 2.04 of this Agreement shall be entitled to only those rights of assignees set forth in Section 79-29-702, Miss. Code Ann. (Rev. 1998), unless admitted as a Member in accordance with Section 2.02 of this Agreement.

2.05. Information.

A. In addition to the other rights specifically set forth in this LLC Agreement, each Member is entitled to all information to which a Member is entitled under the Mississippi Limited Liability Company Act. B. The Members acknowledge that from time to time they may receive confidential information from or regarding the LLC, the release of which may be damaging to the LLC or persons with which it does business. Each Member agrees to hold in strict confidence any information the Member receives regarding the LLC that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another Member or Manager, except for disclosures (i) compelled by law (but the Member must notify each Member promptly of any request for that information, before disclosing it if practicable), (ii) to advisors or representatives of the Member or persons to which that Member's membership interest may be disposed as permitted by this LLC Agreement, but only if the recipients have agreed to be bound by the provisions of this Agreement, or (iii) of information that the Member also has received from a source independent of the LLC and the Member reasonably believes such information to have been obtained without breach of any obligation of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the LLC for which monetary damages are inadequate, difficult to compute or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance including, without limitation, injunctive relief.

2.06. Liabilities to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the LLC, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, agent or employee of the LLC, whether under a judgment, decree or order of a Court or arising in any other manner. Provided that no Member shall be prohibited from entering into a specific guaranty of performance or payment with respect to any contractual obligation of the LLC.

2.07. Limitation of Liability of Members. No Member shall be liable to the LLC for money damages for any action taken, or any failure to take any action, as a Member, except liability for:

A. The amount of a financial benefit received by a Member to which he or she is not entitled;
B. An intentional infliction of harm on the LLC or any other Member;
C. An intentional violation of criminal law; or
D. A violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

2.08. Lack of Authority. Except as expressly provided for under this LLC Agreement, no Member has the authority or power to act for or on behalf of the LLC, to do any act that would be binding on the LLC, or to incur any expenditures on behalf of the LLC.

2.09. Voting.

A. A majority in percentage of the total profits interest of Members (i.e. more than fifty percent (50%) of the interest in the profits of the LLC) constitutes a quorum. All references in this LLC Agreement to a "majority in interest" when referring to the Members of the LLC shall mean a majority of the interest in the profits of the LLC. Unless otherwise expressly provided, any action required or permitted to be taken by the Members of the LLC may be taken upon the affirmative vote of a majority in interest of the LLC which vote shall constitute a valid decision of the Members. Each Member of the LLC shall be entitled to vote his or her profits interest on any matter entitled to be voted on by the Members.

B.Members may vote by proxy appointed by an instrument in writing bearing a date not more than one (1) year before the meeting.

2.10. Members' Meetings. All meetings of the Members shall be held at such time and place, within or without the State of Mississippi, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Regular meetings of the Members shall be held annually or more frequently, as the majority in interest of the Members shall determine.

2.11. Action Without Meeting. Members may take any action without a meeting if consented to in writing by all Members. Such consent shall have the same force and effect as a unanimous vote at a meeting.

2.12. Conduct of Meetings. All meetings of the Members shall be presided over by the Chairman of the meeting, who shall be a Member designated by a majority in interest of the Members.

2.13. Notice. Written notice of each meeting of the Members shall be delivered to each Member stating the place, date and hour of the meeting and, in the case of the special meeting, the purposes of the meeting.

2.14. Waiver of Notice. Any Member may waive the notice of a meeting of the Members by a signed writing.

2.15. Annual Meeting. The annual meeting of the Members for the transaction of all other business which may come before the meeting shall be held on the (first/second/third) (weekday) in __________ in each year (if not a legal holiday and, if a legal holiday, then on the next following business day) at the hour specified in the notice of the meeting. If the annual meeting is not held on the date above specified, the Members shall cause a special meeting of the Members in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the LLC.

2.16. Special Meetings. Special meetings of the Members may be called at any time by the holders of at least (percent [words]) percent ((percent [figures])%) of the membership interests entitled to be voted at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on at such meeting.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.01. Initial Contributions. The initial member, ________________, has contributed the property set forth on Exhibit A to the LLC Agreement for which (he/she) received a one hundred percent (100%) ownership interest in the LLC.

3.02. Subsequent Contributions. No Member is obligated to make any additional contribution to the capital of the LLC (including a contribution to restore a Member's negative capital account), but additional contributions of capital may be made to the LLC upon such terms, conditions and provisions as are mutually agreed upon by the Members.

3.03. Return of Contributions/Withdrawal. No Member may withdraw from the LLC, and no Member is entitled to the return of any part of such Member's capital contribution or to be paid interest in respect of either the Member's capital account or capital contribution at any time. An unrepaid capital contribution is not a liability of the LLC or of any Member. A Member is not required to contribute or lend any cash or property to the LLC to enable the LLC to return any Member's capital contribution.

3.04. Advances by Members. If the LLC does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so may advance all or part of the needed funds to or on behalf of the LLC. An advance described in this Section constitutes a loan from the Member to the LLC, bears interest at the General Interest Rate hereinafter defined from the date of the advance until the date of payment, and is not a capital contribution.

3.05. Capital Accounts. A capital account shall be established and maintained for each Member. Each Member's capital account (a) shall be increased by (i) the amount of money contributed by that Member to the LLC, (ii) the fair market value of property contributed by that Member to the LLC (net of liabilities secured by the contributed property that the LLC is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to that Member of LLC income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. § 1.704-1(b)(4)(i), and (b) shall be decreased by (i) the amount of money distributed to that Member by the LLC, (ii) the fair market value of property distributed to that Member by the LLC (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to that Member of expenditures of the LLC described in Section 705(a)(2)(B) of the Code, and (iv) allocations of company loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding items described in Clause (b)(iii) above and loss or deduction described in Treas. Reg. § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii). The Members' capital accounts also shall be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. § 1.704-1(b)(2)(iv) and § 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g). On the transfer of all or a part of the interest of a Member in accordance with the terms of this Agreement the capital account of the transferor that is attributable to the transferred interest of the Member or part thereof shall carry over to the transferee Member in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(l).

ARTICLE IV

ALLOCATIONS, DISTRIBUTIONS AND SHARING OF PROFITS AND LOSSES

4.01. Allocations and Sharing of Profits and Losses. Except as may be required by Section 704(c) of the Code and Treas. Reg. § 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the LLC shall be allocated among the Members in accordance with their respective percentage interests in the net profits and net losses and in the capital of the partnership. The percentages are as follows:

Name Of Member	Percent
____________________	____________________

The percentages set forth above represent each Member's "profits interest" (and "membership interest") for all purposes under this agreement.

All items of income, gain, loss, deduction and credit allocable to any interest of a Member that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that interest without regard to the results of LLC operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method of permissible under Section 706 of the Code and the regulations thereunder.

4.02. Distributions.

A. From time to time (but at least once each calendar quarter) the Members shall determine in their reasonable judgment to what extent (if any) the LLC's cash on hand exceeds its current and anticipated needs, including, without limitation, cash needs for operating expenses, debt service, acquisitions, purchases, contractual obligations, fulfillment of business plans, and a reasonable contingency reserve. If such excess exists, the Members shall cause the LLC to distribute to the Members, in accordance with their profits interests, an amount in cash equal to that excess.

B. From time to time property of the LLC other than cash may be distributed to the Members, which distribution must be made in accordance with their profits interests and may be made subject to existing liabilities and obligations. Immediately prior to such distribution, the capital accounts of the Members shall be adjusted as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(f).

C. Notwithstanding anything to the contrary in Paragraphs A or B of this Section 4.02, distributions of profits, losses or return of capital may be withheld to accomplish the business purposes of the LLC as may be established from time to time.

ARTICLE V

INDEMNIFICATION

5.01. Liability of Members. A Member shall only be liable for debts of and claims against the LLC of whatever nature and however arising to the extent of the Member's capital contribution.

5.02. Indemnification of Members. The LLC shall indemnify each Member against all claims, demands, actions, suits and proceedings to which a Member is made a party because he or she is or was a Member or agent of the LLC to the full extent that such indemnification is permitted under law or by contract except as such indemnification is limited under Section 79-29-110(4) Miss. Code Ann. (Rev. 1998) and except as such indemnification, or the benefits thereof, are covered by insurance, the obligations of other indemnity agreements or other contractual obligations.

5.03. Expenses. The LLC may reimburse a Member for all expenses, including legal fees, and losses, in connection with any suit, action, claim or demand arising out of or relating to a Member's service or status as a Member of the LLC.

5.04. Non-Exclusivity. The indemnification and advancement of expenses provided for under this Article shall not be exclusive of any other right available to a Member of the LLC.

5.05. Insurance. The LLC may purchase and maintain insurance on behalf of its Members and employees against liability.

ARTICLE VI

DISSOLUTION, LIQUIDATION AND TERMINATION

6.01. Dissolution. The LLC shall dissolve and its affairs shall be wound up on the first to occur of the following:

A. Unless extended by the affirmative vote of a majority in interest held by the Members upon __________ _______, 20______;

B. Upon the vote of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.

C. Upon the death, insanity, retirement, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the LLC, but only if a majority in interest of the remaining Members consent to the dissolution of the LLC; or

D. Entry of a decree of judicial dissolution of the LLC under Section 79-29-802, Mississippi Code Ann. (Rev. 1998).

6.02. Liquidation and Termination. On dissolution of the LLC, the Members shall act as liquidators or may appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the LLC and make final distributions as provided herein and in the Mississippi Limited Liability Company Act. The costs of liquidation shall be borne as an expense of the LLC. Until final distribution, the liquidator shall continue to operate the LLC properties with all the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

A. As promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a firm of certified public accountants of the LLC's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

B. The liquidator shall cause the certificate of dissolution provided for under Section 79-29-204, Mississippi Code Ann. (Rev. 1998) to be filed with the Secretary of State of Mississippi;

C. The liquidator shall cause the notice described in Section 79-29-806, Mississippi Code Ann. (Rev. 1998) to be mailed to each known creditor of and claimant against the LLC in the manner described in said statute;

D. The liquidator may cause the notice described in Section 79-29-807, Mississippi Code Ann. (Rev. 1998) (regarding unknown claims against the LLC) to be published in accordance with said statute;

E. The liquidator shall pay, satisfy or discharge from LLC funds all of the debts, liabilities and obligations of the LLC (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow or reserve fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

F. All remaining assets of the LLC shall be distributed to the Members as follows:

(1) The liquidator may sell any or all LLC property, including sales to Members and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;

(2) With respect to all LLC property that is not sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(3) LLC property shall be distributed among the Members in accordance with the positive capital account balance of the Members, as determined after taking into account all capital account adjustments for the taxable year of the LLC during which the liquidation of the LLC occurs (other than those made by reason of this subparagraph (3)); and those distributions shall be made by the end of the taxable year of the LLC during which the liquidation of the LLC occurs (or, if later, (90) days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee Member for costs, expenses and liabilities theretofore incurred for which the LLC has committed prior to the date of termination and those costs, expenses and liabilities shall be allocated to the distributee Member pursuant to this Section 7.02. Provided that a Member's liability relating to a distribution in kind shall be limited to the extent of the value of the property distributed and no Member shall have any personal liability with respect to such property or for costs, expenses or liabilities incurred by the LLC prior to the termination date to the extent such costs, expenses or liabilities exceed the value of the property distributed to such Member. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 7.02 constitutes a complete return to the Member of such Member's capital contribution and a complete distribution to the Member of such Member's interest in the LLC, and all of the LLC's property, and constitutes a compromise to which all Members have consented. To the extent that a Member returns funds to the LLC, such Member has no claim against any other Member for those funds.

6.03. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the LLC (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective interests in the profits and losses of the LLC, upon dissolution of the LLC such deficit shall not be an asset of the LLC and such Member shall not be obligated to contribute such amount to the LLC to bring the balance of such Member's capital account to zero.

6.04. Certificate of Cancellation. Upon the completion of the winding up of the affairs of the LLC, including the distribution of the LLC assets as provided herein, the LLC is terminated, and the authorized Member shall file a certificate of cancellation with the Secretary of State of Mississippi as provided under Sections 79-29-204 and 803, Mississippi Code Ann. (Rev. 1998). Such authorized Member shall take such other actions as may be necessary to terminate the LLC. An "authorized Member" will be a Member elected by a majority of the profits interest of the Members.

ARTICLE VII

DEATH OF A MEMBER

7.01. Death of Members. Upon the death of a Member, the existence of the LLC shall continue unless a majority in interest of the remaining Members vote to dissolve the LLC. For a period of (number of days [words]) ((number of days [figures])) days after the death of a Member, the LLC shall have the exclusive option, but not the obligation, to purchase the LLC interest of a deceased Member. If the LLC does not exercise its option within said (number of days [words]) ((number of days [figures])) day period, then for a period of (number of days [words]) ((number of days [figures])) days after the expiration of such period the remaining Members shall have the exclusive option, but not the obligation, to purchase the LLC interest of such deceased Member. Notice of the exercise of such option shall be given in writing to the personal representative of such deceased Member's estate within the time permitted for the exercise of such option, and the purchase of the deceased Member's interest in the LLC from his or her estate shall be closed within (number of days [words]) ((number of days [figures])) days after written notice of the exercise of the option is given. If the LLC waives or does not exercise its option and more than one Member desires to participate in the purchase of the deceased Member's interest in the LLC, then, unless otherwise agreed among the Members desiring to participate in such purchase, all such Members shall purchase the deceased Member's interest in the ratio that their respective interests in the LLC prior to such purchase bear to each other.

7.02. Terms of Purchase. The purchase price to be paid for the LLC interest shall be its value as reported, or to be reported, on the Federal estate tax return of the deceased Member, or, if at the time the option is exercised such value has not been determined, then the market value of such interest as of the date of the deceased Member's death, adjusted to take into account any changes in valuation from the date of such Member's death to the date the option is exercised, as of which date the valuation shall be fixed. The market value of such interest shall be determined by the appraiser or other professional engaged by the deceased Member's estate to determine the value of such interest for Federal estate tax purposes. Provided, however, the LLC or other Members of the LLC shall have the right to engage a qualified appraiser to determine the market value of such LLC interest and if such qualified appraiser's opinion of value is more than five percent (5%) different than the market value determined by the appraiser for the deceased Member's estate, the appraiser shall consult and agree upon the market value of the LLC interest, or if they cannot agree, they shall jointly select a third qualified appraiser who shall determine the market value of such interest. Notwithstanding the market value determined by such third appraiser, the purchase price for such interest shall be no higher than the highest value and no lower than the lowest value determined by those appraisers who selected such third appraiser.

7.03. Life Insurance. The LLC may choose to become the owner of certain policies of life insurance insuring the lives of the Members. Said life insurance may be purchased by the LLC for two purposes:

A. To compensate the LLC in part for any loss resulting to the LLC as a consequence of the death of one or more Members; and

B. To assist in carrying out the purchase of a deceased Member's LLC interest that the LLC will have the option to make in this Article.

Life insurance proceeds received by the LLC under the policies shall be used first to satisfy the obligation of the LLC to purchase the interest of the deceased Member from his estate. Any excess life insurance proceeds shall be used as determined by the LLC.

7.04. Continuation of LLC. If the LLC and the remaining Members do not exercise their option to purchase a deceased Member's LLC interest (or if the deceased Member is the sole member of the LLC at the time of his or her death), the LLC shall continue (unless the remaining Members elect to dissolve the LLC in accordance with Section 7.01) and the deceased Member's interest shall be distributed from his or her estate to his or her beneficiaries under his or her will or to his or her heirs at law under the laws of descent and distribution. Any such distribution and transfer shall be a permitted disposition under Section 2.04. The LLC interest shall continue to be subject to all the terms and conditions of this Agreement while such interest is held by the personal representative of a deceased Member's estate or by any beneficiary under a deceased Member's will or any heir at law of a deceased Member. As set forth in Sections 2.02 and 2.04 of this Agreement, the ultimate recipient of such interest shall only become a Member upon the written consent of (percent [words]) percent ((percent [figures])%) of the interests in the profits of the LLC.

ARTICLE VIII

GENERAL PROVISIONS

8.01. Books and Records.

A. The LLC shall maintain those books and records required by statute and such other books and records as it may deem necessary or desirable. All books and records provided for by statute shall be open to inspection of the Members from time to time and to the extent expressly provided by statute, but not otherwise. The Members may examine all such books and records at all reasonable times. The LLC shall keep and maintain the following records at its principal place of business:

(1) A current list of the full name and last known street address of each Member;
(2) A copy of the Certificate of Formation and all certificates of amendment and restatement thereof, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;
(3) Copies of any then effective limited liability company operating agreement; and
(4) Unless contained in the Certificate of Formation or the Limited Liability Company Operating Agreement, a writing setting out:
    (a) The amount of cash and a description and statement of the agreed value of the other property and services contributed by each Member and which each Member has agreed to contribute;
    (b) The times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made; and
    (c) Any events upon the happening of which the LLC is to be dissolved and its affairs wound up; and
    (d) Correct and complete books and records of account of the LLC.

B. The LLC shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

C. The LLC shall keep its registered office in Mississippi.

D. A Member, or an assignee of a membership interest, on written request stating the purpose, may examine and copy, in person or by the Member's or assignee's representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Section and other information regarding the business, affairs and financial condition of the LLC as is just and reasonable for such person to examine and copy.

8.02. Amendment or Modification. This Agreement may be amended or modified only by a writing signed by all Members. Any oral amendment or modification is specifically unenforceable.

8.03. Checks, Notes, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of or payable to the LLC shall be signed or endorsed by such person(s) as designated by the Members. The designated person(s) may be an officer, Member, employee or other person as may from time to time may be designated, and dual signatures may be required as determined by the Members.

8.04. Headings. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation and shall not be construed in such a manner as to limit the scope of the provision to which a particular heading pertains.

8.05. Construction. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the singular shall include the plural and vice versa. All references to articles, sections and subsections refer to articles, sections and subsections of this Agreement. All references to exhibits, if any, are to exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion or provision of this Agreement shall be determined to be invalid, inoperative or unenforceable, then, so far as is reasonable and possible:

A. All remaining provisions of this Agreement shall be considered valid, operative and enforceable; and

B. Effect shall be given to the intent manifested by the portion or provision held to be invalid, inoperative or unenforceable.

8.06. Entire Agreement. This Agreement constitutes the entire agreement of the Members relating to the LLC and supersedes any and all other prior contracts or agreements with respect to the LLC, whether oral or written.

8.07. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the LLC is not a consent to, or waiver of, any other breach or default in the performance by that person of the same or any other obligation of that person with respect to the LLC. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the LLC, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute of limitations has run.

8.08. Binding Effect. Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding upon and shall inure to the benefit of the Members and their respective heirs, legal representatives and assigns.

8.09. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Mississippi. In the event of a direct conflict between the provisions of this LLC Agreement and (a) any provision of the Certificate of Formation, or (b) any mandatory provision of the Mississippi Limited Liability Company Act, the applicable provision of the Certificate of Formation or the Act shall control.

8.10. Further Assurances. In connection with this LLC Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

8.11. General Interest Rate. Whenever under the terms of this Agreement an interest rate is to be applied to an indebtedness such rate shall be the rate per annum equal to the lesser of:

(a) The prime rate quoted in the Money Rates section of *The Wall Street Journal* which is also the base rate on corporate loans at large United States money centers and commercial banks, with adjustments in that varying rate to be made on the same date as any change in that rate, and
(b) The maximum rate permitted by applicable law.

8.12. Notice to Members of Provisions of this Agreement. By executing this LLC Agreement each Member acknowledges that he or she has actual notice of (a) all the provisions of this LLC Agreement including, without limitation, the restrictions on the transfer of the interest of a Member set forth in Article II and (b) all provisions of the Certificate of Formation. Each Member hereby agrees that this Agreement constitutes adequate notice of all of such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

8.13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

8.14. Tax Matters Partner. ______________ shall be the initial tax matters partner of the LLC for federal income tax purposes and shall receive all notices from the Internal Revenue Service. The tax matters partner is authorized to sign tax returns on behalf of the LLC and to take such other actions as are reasonably necessary and proper to comply with all tax return and reporting requirements of the LLC. Provided, however, that the designation of __________ as tax matters partner shall in no way be construed to increase or otherwise affect her limited liability as a Member of the LLC under state law, this LLC Agreement or otherwise.

The undersigned, being the initial and sole Member as specified in this LLC Agreement, hereby adopts this LLC Agreement effective the __________ day of __________, 20_____.

MEMBER:

____
(Name of Member)

(Add Proper Acknowledgement — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

§ 1-23. Professional Limitied Liability Company Operating Agreement.

PROFESSIONAL LIMITED LIABILITY COMPANY OPERATING AGREEMENT

____________ PLLC

THIS AGREEMENT is hereby made and entered into by and between (Name of Member1) and (Name of Member2) (individually a "Member" and collectively the "Members") as the Members of (Name of PLLC) PLLC, a Mississippi professional limited liability company (the "PLLC").

WITNESSETH:

WHEREAS, the initial Members formed the PLLC effective __________________, 20_____, pursuant to a Certificate of Formation filed with the Secretary of State of Mississippi on __________________, _____, which Certificate of Formation was filed by ______________, in his capacity as the Manager of the PLLC; and

WHEREAS, each of the parties hereto is of lawful age and otherwise legally competent to enter into this Professional Limited Liability Company Agreement (the "PLLC Agreement") as a Member of the PLLC pursuant to Mississippi Code Annotated, §§ 79-29-306, 79-29-901, *et seq.*, (Rev.1998) and other applicable law; and;

WHEREAS, the parties hereto desire to enter into this PLLC Agreement setting forth the terms of the operation of the PLLC, the governance of the PLLC, the management of the business and affairs of the PLLC, and other matters as more specifically hereinafter set forth.

NOW THEREFORE, ____________ and ____________, for and in consideration of the mutual covenants, promises and agreements provided herein to be kept and performed by each of them, and other good and valuable consideration, do hereby agree to the terms, conditions and provisions hereinafter set forth:

ARTICLE I

ORGANIZATION

1.01. Formation. The PLLC was organized as a Mississippi professional limited liability company by the filing of a Certificate of Formation for the PLLC with the Secretary of State of Mississippi. The Certificate of Formation was filed and effective ____________________, 20_____.

1.02. Name. The name of the PLLC is "(Name of PLLC) PLLC" and all company business must be conducted in that name or in such other names (including trade names) that comply with applicable law as the Managers may select from time to time.

1.03. Registered Office and Registered Agent. The registered office of the PLLC required to be maintained in the State of Mississippi shall have as its street and mailing address (street and mailing address of registered office of PLLC). The street and/or mailing address of the registered office of the PLLC may be changed from time to time as the Managers may designate in the manner provided by law. The registered agent of the PLLC in the State of Mississippi shall be _____________. The registered agent may be changed from time to time to such person as the Managers may designate in the manner provided by law.

1.04. Principal Office and Other Offices. The principal office of the PLLC shall be located at (street address of principal office of PLLC). The address of the principal office of the PLLC in the State of Mississippi may be changed from time to time by the Managers of the PLLC. The PLLC shall maintain the records required by Mississippi law at the principal office of the PLLC in the State of Mississippi. The PLLC may have such other offices either within or without the State of Mississippi as the Managers of the PLLC may designate from time to time.

1.05. Purposes. The purposes of the PLLC are to provide professional legal services and engage in such other lawful activity, and to deal in and with any property of any kind, character or description, whether tangible, intangible, real, personal or mixed, and wheresoever located, in or by any lawful way, manner or means, as may be related or incidental thereto.

1.06. Foreign Qualification. Prior to the PLLC's conducting business in any jurisdiction other than Mississippi, the Managers shall cause the PLLC to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the PLLC as a foreign professional limited liability company in that jurisdiction. At the request of the Managers each Member shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this PLLC Agreement that are necessary or appropriate to qualify, continue and terminate the PLLC as a foreign professional limited liability company in all such jurisdictions in which the PLLC may conduct business.

1.07. Term. The PLLC commenced on ____________________, 20_____, the effective date set forth in the Certificate of Formation filed with the Secretary of State of Mississippi and shall continue in existence for the period, if any, set forth in the Certificate of Formation, or such earlier time as this PLLC Agreement may specify.

1.08. No State Law Partnership. The Members intend that the PLLC not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager with respect to the operations of the PLLC for any purposes other than federal and state tax purposes, and this PLLC Agreement shall not be construed to suggest otherwise.

ARTICLE II

MEMBERS

2.01. Initial Members. The initial and current Members of the PLLC are ________________ and ________________. Each of the above Members was admitted to the PLLC as a Member effective ____________________, 20_____.

2.02. Admission of Members. A person may become a new Member only upon the written consent of all Members and upon compliance with all of the provisions of this PLLC Agreement. The terms of admission or issuance of an interest in the PLLC must specify the percentages for the sharing of profits and losses and may provide for the creation of different classes or groups of Members having different rights, powers and duties. The Members shall reflect the creation of any new class or group approved by the Members in an amendment to this Agreement indicating the different rights, powers and duties, and such an amendment shall be executed by the Members. Any such admission also must comply with the requirements described elsewhere in this Agreement and is effective only after the new Member has executed and delivered to the Members and Managers a document including the new Member's notice address and the new Member's consent to be bound by this Agreement, and his/her representation and warranty that the representation and warranties required of new Members are true and correct with respect to the new Member.

Notwithstanding the foregoing, however, if a deceased Member was the sole Member of the PLLC at the time of that Member's death, his or her estate shall be admitted as a Member of the PLLC with all of the rights available to Members under this Agreement and applicable law. Alternatively, if there is at least one remaining Member of the PLLC, the personal representative of a deceased Member's estate shall have only the rights set forth in Section 79-29-705, Miss.

Code Ann. (Rev.1998), subject to the option to purchase a deceased Member's interest.

2.03. Representations and Warranties. Each Member hereby represents and warrants to the PLLC and each other that (a) the Member is duly licensed to (fill in blank, as appropriate) in the State of Mississippi and is in good standing with the (licensing organization); (b) the Member has duly executed and delivered this Agreement; and (c) the execution and delivery of this Agreement has been lawfully made and does not conflict with any other agreement or arrangement to which that Member is a party or is otherwise bound.

2.04. Restrictions on the Disposition of an Interest. Except as otherwise hereinafter expressly provided, a Member may not assign, sell, convey, transfer, donate, distribute, mortgage, deed, pledge, hypothecate or in any other manner dispose of, in whole or in part, directly or indirectly, by operation of law, or otherwise, such Member's interest in the PLLC or any part thereof, without the prior written consent and approval of each other Member first had and obtained and in conformity with § 79-29-901, etseq., of the Mississippi Limited Liability Company Act. Any such disposition, or attempted disposition, without such written consent and approval shall be null and void and of no force and effect.

2.05. Conditional Permitted Disposition.

A. If any Member desires to sell all or any part of such Member's interest in the PLLC or desires to secure payment of any loan by encumbering all or any part of such interest, such Member is permitted to do so only in a transaction which is not conditioned upon the concurrent sale, transfer or encumbrance of any right, title or interest in any other property, and only after offering such interest to the other Members on the same terms, conditions and provisions as offered to such Member by a bona fide offeror or lender with respect to such interest, who is ready and able to perform the terms, conditions and provisions of such offer. The terms, conditions and provisions of such offer shall be promptly communicated in writing to each other Member, together with the name and address of such offeror or lender, and such other Members shall thereupon have an option for a period of (number (words)) ((number (figures))) days after receipt of such notice to elect to meet such offer upon the terms, conditions and provisions thereof. Such election to meet such offer shall be exercised in writing and delivered to the Member offering such interest (either by outright disposition or by encumbrance to secure payment of a loan) within said (number (words)) ((number (figures))) day period. If more than one Member desires to participate in the purchase of such interest or the making of such loan secured by such interest then, unless otherwise agreed among the Members desiring to participate in such disposition, all such Members shall purchase or lend in the ratio that their respective interests in the PLLC prior to such purchase or loan bear to each other.

If the offering Member does not receive such election by any of the other Members to meet the offer of the offeror or lender within said (number (words)) ((number (figures))) day period, then the offering Member is permitted to complete the transaction in strict compliance with said offer by such offeror or lender within (number (words)) ((number (figures))) days next following the expiration of said (number (words)) ((number (figures))) day period; provided, that if the offering Member fails to so complete said transaction with such offeror or lender within said period of (number (words)) ((number (figures))) days, then the rights of the other Members hereinabove set forth in this Section shall be revived, and the offering Member shall not be permitted to complete the transaction with said offeror or lender unless said other Members shall again have elected not to meet the terms, conditions and provisions of said offer.

B. Notwithstanding the provisions of this Section, a Member is permitted to transfer any interest in the PLLC by bequest or devise to any spouse, child or other direct lineal descendant of a Member by Will or pursuant to the laws of descent and distribution or intestate succession in the event any Member dies intestate; or by inter vivos transfer to any such spouse, child or other direct lineal descendant evidenced by a writing validly or lawfully transferring such interest to such spouse, child or direct lineal descendant; or by devise or bequest to any other Member, the spouse of any other Member, the child of any other Member, or any other direct lineal descendant of any other Member by Will or pursuant to the laws of descent and distribution or by inter vivos transfer. The term “direct lineal descendant” shall include for purposes of this Section of this Agreement each natural and legally adopted child of a Member’s child, i.e., the grandchildren of each Member and their direct lineal descendants. Provided, that in the case of a legally adopted grandchild of a Member or other more remote direct lineal descendant of a Member such descendant shall have been legally adopted prior to such person’s attainment of seven (7) years of age. Notwithstanding the foregoing, however, any permitted transfer of an interest in the PLLC by bequest or devise shall be made subject to the obligation of the PLLC to purchase the interest of a deceased Member of the PLLC.

C. Each interest in the PLLC of any Member transferred or encumbered in accordance with the provisions of this Section, whether inter vivos, or by devise, inheritance or otherwise, is expressly subject to each of the terms, conditions and provisions of this PLLC Agreement and each other agreement at the time in force and effect with respect to the PLLC and the business and activities thereof, and each such inter vivos transaction involving a transfer, encumbrance or other disposition of any such interest by a Member shall expressly so provide in writing in the instrument reflecting such transfer, encumbrance or disposition of such interest. No transfer, encumbrance or other disposition of any such interest shall be binding on the PLLC or any Member or Manager thereof unless and until the original or a certified copy of each instrument or document evidencing such transfer, encumbrance or other disposition has been delivered to each Member and Manager thereof, together with an instrument signed by the transferee or holder of the encumbrance, ratifying and adopting this PLLC Agreement and each other agreement at the time in force and effect with respect to the PLLC and the business and affairs thereof. Such transferee shall also execute, acknowledge if appropriate, and deliver each and all other instruments and documents necessary, convenient or appropriate to cause such transferee and the interest acquired thereby in this PLLC to be committed to this PLLC Agreement and to the same agreements, agency appointments, management arrangements, directives and policies by which the other Members and their respective interests in this PLLC are governed and committed. For accounting purposes, the PLLC shall be obligated only to reflect a transfer of an interest in the PLLC as of the first day of the calendar month next following full compliance with all of the conditions precedent hereinabove provided with respect to such transfer, encumbrance or other disposition of an interest in the PLLC. It is specifically provided that any such transfer or disposition of an interest in the PLLC by a Member shall not relieve such Member of any of such Member's obligations or liabilities under this Agreement accruing prior to completion of such transfer or other disposition, or with respect to any event, action or inaction occurring in connection with the PLLC prior to such transfer.

D.Any transferee of an interest in the PLLC pursuant to this Section of this Agreement shall be entitled to only those rights of assignees set forth in Section 79-29-702, Miss. Code Ann. (Rev.1998), unless the transferee is admitted as a Member in accordance with Section 2.02 of this Agreement.

E. Notwithstanding the conditional permitted dispositions described in this Section or other permitted dispositions allowed herein, all dispositions of an interest in the PLLC shall be in compliance with the membership interest transfer restrictions set forth in Section 79-29-910, Miss Code Ann. and all other provisions of Section 79-29-901 et. seq. of the Mississippi Limited Liability Company Act.

2.06. Information.

A. In addition to the other rights specifically set forth in this PLLC Agreement, each Member is entitled to all information to which a Member is entitled under the Mississippi Limited Liability Company Act.

B. The Members acknowledge that from time to time they may receive information from or regarding the PLLC in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the PLLC or persons with which it does business. Each Member agrees to hold in strict confidence any information the Member receives regarding the PLLC that is identified as being confidential (and if that information is provided in writing, that is so marked) and may not disclose it to any person other than another

Member or Manager, except for disclosures (i) compelled by law (but the Member must notify the Managers promptly of any request for that information, before disclosing it if practicable), (ii) to advisors or representatives of the Member or persons to which that Member's membership interest may be disposed as permitted by this PLLC Agreement, but only if the recipients have agreed to be bound by the provisions of this Agreement, or (iii) of information that the Member also has received from a source independent of the PLLC and the Member reasonably believes such information to have been obtained without breach of any obligation of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the PLLC for which monetary damages are inadequate, difficult to compute or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance including, without limitation, injunctive relief.

2.07. Liabilities to Third Parties. No Member or Manager shall be liable for the debts, obligations or liabilities of the PLLC, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, Manager, agent or employee of the PLLC, whether under a judgment, decree or order of a Court or arising in any other manner. Provided that no Member or Manager shall be prohibited from entering into a specific guaranty of performance or payment with respect to any contractual obligation of the PLLC.

2.08. Limitation of Liability of Members. No Member shall be liable to the PLLC for money damages for any action taken, or any failure to take any action, as a Member, except liability for:

A. The amount of a financial benefit received by a Member to which he or she is not entitled;
B. An intentional infliction of harm on the PLLC or any other Member;
C. An intentional violation of criminal law; or
D. A wrongful distribution in violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

2.09. Lack of Authority. Except as expressly provided for under this PLLC Agreement, no Member (other than a Manager) has the authority or power to act for or on behalf of the PLLC, to do any act that would be binding on the PLLC, or to incur any expenditures on behalf of the PLLC.

2.10. Voting.

A. A majority in percentage of the total profits interest of Members (i.e., more than fifty percent (50%) of the interest in the profits of the PLLC) constitutes a quorum. All references in this PLLC Agreement to a "majority in interest" when referring to the Members of the PLLC shall mean a majority of the interest in the profits of the PLLC. Unless otherwise expressly provided, any action required or permitted to be taken by the Members of the PLLC may be taken upon the affirmative vote of a majority in interest of the PLLC which vote shall constitute a valid decision of the Members. Each Member of the PLLC shall be entitled to vote his or her profits interest on any matter entitled to be voted on by the Members.

B. Members may vote by proxy appointed by an instrument in writing bearing a date not more than one (1) year before the meeting and only a "Qualified person" as defined in Miss. Code Ann. § 79-29-902 may be appointed a proxy to vote the membership of the PLLC.

2.11. Members' Meetings. All meetings of the Members shall be held at such time and place, within or without the State of Mississippi, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Regular meetings of the Members shall be held annually or more frequently, as the majority in interest of the Members shall determine.

2.12. Action Without Meeting. Members may take any action without a meeting if consented to in writing by all Members. Such consent shall have the same force and effect as a unanimous vote at a meeting.

2.13. Conduct of Meetings. All meetings of the Members shall be presided over by the Chairman of the meeting, who shall be a Member or Manager designated by a majority in interest of the Members.

2.14. Notice. Written notice of each meeting of the Members shall be delivered to each Member stating the place, date and hour of the meeting and, in the case of the ting, the purposes of the meeting.

2.15. Waiver of Notice. Any Member may waive the notice of a meeting of the Members by a signed writing.

2.16. Annual Meeting. The annual meeting of the Members for the election of Managers and for the transaction of all other business which may come before the meeting shall be held on the (second Tuesday in April) in each year (if not a legal holiday and, if a legal holiday, then on the next following business day) at the hour specified in the notice of the meeting. If the annual meeting is not held on the date above specified, or if the election of Managers shall not be held on that date, the Managers shall cause a ting of the Members in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the PLLC.

2.17. Special Meetings. Special meetings of the Members may be called at any time by a Manager or by the holders of at least (number (words)) percent ((number (figures))%) of the membership interests entitled to be voted at such meeting. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on at such meeting.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.01. Initial Contributions. The initial members have contributed the property set forth on Exhibit A to this Agreement.

3.02. Subsequent Contributions. No Member is obligated to make any additional contribution to the capital of the PLLC (including a contribution to restore a Member's negative capital account), but additional contributions of capital may be made to the PLLC upon such terms, conditions and provisions as are mutually agreed upon by the Members.

3.03. Return of Contributions/Withdrawal. No Member may withdraw from the PLLC, and no Member is entitled to the return of any part of such Member's capital contribution or to be paid interest in respect of either the Member's capital account or capital contribution at any time. An unrepaid capital contribution is not a liability of the PLLC or of any Member. A Member is not required to contribute or lend any cash or property to the PLLC to enable the PLLC to return any Member's capital contribution.

3.04. Advances by Members. If the PLLC does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the Managers' consent may advance all or part of the needed funds to or on behalf of the PLLC. An advance described in this Section constitutes a loan from the Member to the PLLC, bears interest at the General Interest Rate hereinafter defined from the date of the advance until the date of payment, and is not a capital contribution.

3.05. Capital Accounts. A capital account shall be established and maintained for each Member. Each Member's capital account (a) shall be increased by (i) the amount of money contributed by that Member to the PLLC, (ii) the fair market value of property contributed by that Member to the PLLC (net of liabilities secured by the contributed property that the PLLC is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to that Member of PLLC income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treas. Reg. § 1.704-1(b)(4)(i), and (b) shall be decreased by (i) the amount of money distributed to that Member by the PLLC, (ii) the fair market value of property distributed to that Member by the PLLC (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to that Member of expenditures of the PLLC described in Section 705(a)(2)(B) of the Code, and (iv) allocations of company loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. § 1.704-1(b)(2)(iv)(g), but excluding items described in Clause (b)(iii) above and loss or deduction described in Treas. Reg. § 1.704-1(b)(4)(i) or § 1.704-1(b)(4)(iii). The Members' capital accounts also shall be maintained and adjusted as permitted by the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treas. Reg. § 1.704-1(b)(2)(iv) and § 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treas. Reg. § 1.704-1(b)(2)(iv)(g). On the transfer of all or a part of the interest of a Member in accordance with the terms of this Agreement the capital account of the transferor that is attributable to the transferred interest of the Member or part thereof shall carry over to the transferee Member in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(l).

ARTICLE IV

ALLOCATIONS, DISTRIBUTIONS AND SHARING OF PROFITS AND LOSSES

4.01. Allocations and Sharing of Profits and Losses. Except as may be required by Section 704(c) of the Code and Treas. Reg. § 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the PLLC shall be allocated among the Members in accordance with their respective percentage interests in the net profits and net losses and in the capital of the partnership. The percentages are as follows:

Name of Member	Percent
____________________	_______________
____________________	_______________

The percentages set forth above represent each Member's "profits interest" (and "membership interest") for all purposes under this agreement.

All items of income, gain, loss, deduction and credit allocable to any interest of a Member that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that interest without regard to the results of PLLC operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method of permissible under Section 706 of the Code and the regulations thereunder.

4.02. Distributions.

A. From time to time (but at least once each calendar quarter) the Managers shall determine in their reasonable judgment to what extent (if any) the PLLC's cash on hand exceeds its current and anticipated needs, including, without limitation, cash needs for operating expenses, debt service, acquisitions, purchases, contractual obligations, fulfillment of business plans, and a reasonable contingency reserve. If in the judgment of the Managers such excess exists, the Managers shall cause the PLLC to distribute to the Members, in accordance with their profits interests, an amount in cash equal to that excess.

B. From time to time the Managers may also cause property of the PLLC other than cash to be distributed to the Members, which distribution must be made in accordance with their percentage profits interests and may be made subject to existing liabilities and obligations. Immediately prior to such distribution, the capital accounts of the Members shall be adjusted as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(f).

C. At least once each calendar quarter the Managers shall cause the PLLC to distribute to the Members in proportion to their profits interests an amount of cash determined by multiplying the net income of the PLLC for the preceding taxable year by a percentage that is equal to the highest marginal combined Federal and Mississippi income tax rates payable by any Managers for the immediately preceding taxable year.

D. Notwithstanding anything to the contrary in Paragraphs A or B of this Section 4.02, if the Managers so elect, distributions of profits, losses or return of capital may be withheld to accomplish the business purposes of the PLLC as may be established from time to time.

ARTICLE V

MANAGERS

5.01. Management by Managers.

A. Pursuant to the Certificate of Formation of the PLLC full management of the PLLC is vested in Managers who shall be elected by the Members. The initial and current Manager of the PLLC is ________________ who shall serve until his successor is elected and qualified. All references herein to "Managers" shall be deemed to refer to ________________ individually until there are additional Managers admitted to the PLLC. In addition, the provisions of this Agreement relating to the activities of Managers (meetings, voting, etc.) shall be construed in a flexible manner so as to accommodate the existence of one Manager.

B. Except for situations in which the approval of the Members is required by this Agreement or by non-waivable provisions of applicable law, and subject to the provisions of Section 5.03, (i) the powers of the PLLC shall be exercised by or under the authority of, and the business and affairs of the PLLC shall be managed under the direction of, the Managers; (ii) no Member, acting solely in the capacity of a Member, is an agent of the PLLC; (iii) each Manager is an agent of the PLLC; and (iv) the Managers (acting individually or collectively, except as limited under Section 5.01D. and 5.02B.) may make all decisions and take all actions for the PLLC including, without limitation, the following:

(1) Entering into, making and performing contracts, agreements and other undertakings binding the PLLC that may be necessary, appropriate or advisable in furtherance of the purposes of the PLLC and making all decisions and waivers thereunder;

(2) Opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(3) Maintaining the assets of the PLLC in good order;

(4) Collecting sums due the PLLC;

(5) To the extent that funds of the PLLC are available therefore, paying debts and obligations of the PLLC;

(6) Acquiring, utilizing for PLLC purposes and disposing of any asset of the PLLC;

(7) Borrowing money or otherwise committing the credit of the PLLC for PLLC activities and voluntary prepayments or extensions of debt;

(8) Selecting, removing and changing the authority and responsibility of lawyers, accountants and other advisors and consultants;

(9) Obtaining insurance for the PLLC;

(10) Determining distributions of PLLC cash and other property as hereinabove provided; and
(11) Making decisions regarding fulfillment of the purposes of the PLLC as hereinabove described.

C. The Managers shall have the authority to make any tax elections available to the PLLC, or to its Members or Managers in said capacities. The Managers shall be responsible for causing federal and state income tax returns for the PLLC to be prepared and filed and to cause such other reports and returns as may be required by law to be prepared and filed.

D. Notwithstanding the provisions of Paragraph B. of this Section 5.01 hereinabove set forth, the following actions shall require the unanimous consent of all duly elected and qualified Managers:
(1) The sale of all or substantially all assets of the PLLC; or
(2) The encumbrance of any assets of the PLLC by the granting of a mortgage or deed of trust on any assets of the PLLC, excluding liens and encumbrances incurred in the ordinary course of business of the PLLC.

5.02. Actions by Managers; Delegation of Authorities and Duties.

A. In managing the business and affairs of the PLLC and exercising its powers, the Managers may act through meetings and written consents as provided or limited in this Agreement.

B. The Managers may, from time to time, delegate to one or more Managers such authority and duties as the Managers deem advisable. In addition, the Managers may assign titles (including, without limitation, President, Vice President, Secretary, Assistant Secretary, Treasurer) to any such Manager. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such Manager of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made pursuant to this Section 5.02. Any number of titles may be held by the same Manager. Any delegation pursuant to this Section 5.02 may be revoked at any time by majority vote of the Managers.

C. Any person dealing with the PLLC, other than a Member, may rely on the authority of any Manager or officer in taking any action in the name of the PLLC without inquiry into the provisions of this PLLC Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

5.03. Powers of Managers. Every Manager is an agent of the PLLC for the purpose of its business and the act of a Manager, including the execution in the name of the PLLC of any instrument for apparently carrying on the usual business of the PLLC binds the PLLC unless the Manager so acting otherwise lacks the authority to act for the PLLC and the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

5.04. Number and Term of Office. The number of Managers of the PLLC shall be determined from time to time by resolution of the Members. If the Members make no such determination, the number of Managers shall be the number set forth in the Certificate of Formation as the number of Managers constituting the initial Managers. Each Manager shall hold office for the term for which he is elected and thereafter until his successor shall have been elected and qualified, or until his earlier death, resignation or removal. Managers need not be Members or residents of the State of Mississippi.

5.05. Removal. Any and all Managers may be removed, either for or without cause, at any special meeting of the Members by the affirmative vote of Members having a majority in interest (more than 50%) in the profits of the PLLC. The notice calling such meeting shall give notice of the intention to act upon such matter, and if the notice so provides, the vacancy caused by such removal may be filled at such meeting by vote of a majority in interest of the PLLC.

5.06. Resignations. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, then at the time of its receipt by any other Manager. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

5.07. Vacancies. Any vacancy occurring in the Managers may be filled by the affirmative vote of a majority in interest of the Members. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any Manager position to be filled by reason of an increase in the number of Managers shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

5.08. Manager's Meetings. Meetings of the Managers, regular or special, may be held either within or without the State of Mississippi. Managers may participate in such meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other and participation in a meeting as provided herein shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.09. Annual Meetings. An annual meeting of the Managers shall be held without further notice immediately following the annual meeting of Members, and at the same place, unless by unanimous consent of the Managers then elected and serving, such time or place shall be changed.

5.10. Regular Meetings of Managers. A regular meeting of the Managers may be held at such time as shall be determined from time to time by resolution of the Managers.

5.11. Special Meetings of Managers. A Manager may call a special meeting of the Managers. Such special meeting shall be held at the time specified in the notice of meeting.

5.12. Notice of Managers' Meetings. All meetings of the Managers (annual, regular or special) shall be held upon not less than (number (words)) ((number (figures))) days' written notice stating the date, place and hour of the meeting delivered to each Manager either personally or by mail. In any case where all of the Managers execute a waiver of notice of the time and place of a meeting no notice thereof shall be required, and any such meeting (whether annual, regular or special) shall be held at the time and place (either within or without the State of Mississippi) specified in the waiver of notice. Attendance of Managers at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

5.13. Action Without Meeting. Any action required by statute to be taken at a meeting of the Managers, or any action which may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all the Managers. Such consent shall have the same force and effect as a unanimous vote at a meeting.

5.14. Quorum; Majority Vote. At all meetings of the Managers a majority of the number of Managers fixed by this Agreement shall constitute a quorum for the transaction of business unless a greater number is required by law. The act of a majority of the Managers present at any meeting at which at quorum is present shall be the act of the Managers unless the act of a greater number is required by statute or by this agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5.15. Limitation of Liability of Managers. No Manager shall be liable to the PLLC for money damages for any action taken, or any failure to take any action, as a Manager of the PLLC, except liability for:

A. The amount of a financial benefit received by such Manager to which he is not entitled;
B. An intentional infliction of harm on the PLLC or the Members thereof;
C. An intention violation of criminal law; or
D. A violation of Section 79-29-606, Miss. Code Ann. (Rev. 1998).

ARTICLE VI

INDEMNIFICATION

6.01. Liability of Members. A Member shall be liable for debts of and claims against the PLLC of whatever nature and however arising only to the extent of the Member's capital contribution.

6.02. Indemnification of Members and Managers. The PLLC shall indemnify each Member and Manager against all claims, demands, actions, suits and proceedings to which a Member or Manager is made a party because he or she is or was a Member, Manager or agent of the PLLC to the full extent that such indemnification is permitted under law or by contract except as such indemnification is limited under Section 79-29-110(4) Miss. Code Ann. (Rev. 1998) and except as such indemnification, or the benefits thereof, are covered by insurance, the obligations of other indemnity agreement or other contractual obligations.

6.03. Expenses. The PLLC may reimburse a Member or Manager for all expenses, including legal fees, and losses, in connection with any suit, action, claim or demand arising out of or relating to a Member's or Manager's service or status as a Member or Manager of the PLLC.

6.04. Non-Exclusivity. The indemnification and advancement of expenses provided for under this Article shall not be exclusive of any other right available to a Member or Manager of the PLLC.

6.05. Insurance. The PLLC may purchase and maintain insurance on behalf of the PLLC Members, Managers and its employees against liability.

ARTICLE VII

DISSOLUTION, LIQUIDATION AND TERMINATION

7.01. Dissolution. The PLLC shall dissolve and its affairs shall be wound up on the first to occur of the following:

A. Upon the unanimous consent of all Members;

B. Upon the death, insanity, retirement, withdrawal, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the PLLC, but only if a majority in interest of the remaining Members consent to the dissolution of the PLLC; or

C. Entry of a decree of judicial dissolution of the PLLC under Section 79-29-802, Mississippi Code Ann. (Rev. 1998).

7.02. Liquidation and Termination. On dissolution of the PLLC, the Managers shall act as liquidators or may appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the PLLC and make final distributions as provided herein and in the Mississippi Limited Liability Company Act. The costs of liquidation shall be borne as an expense of the PLLC. Until final distribution, the liquidator shall continue to operate the PLLC properties with all the power and authority of the Managers. The steps to be accomplished by the liquidator are as follows:

A. As promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a firm of certified public accountants of the PLLC's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

B. The liquidator shall cause the certificate of dissolution provided for under Section 79-29-204, Mississippi Code Ann. (Rev. 1998) to be filed with the Secretary of State of Mississippi;

C. The liquidator shall cause the notice described in Section 79-29-806, Mississippi Code Ann. (Rev. 1998) to be mailed to each known creditor of and claimant against the PLLC in the manner described in said statute;

D. The liquidator may cause the notice described in Section 79-29-807, Mississippi Code Ann. (Rev. 1998) (regarding unknown claims against the PLLC) to be published in accordance with said statute;

E. The liquidator shall pay, satisfy or discharge from PLLC funds all of the debts, liabilities and obligations of the PLLC (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow or reserve fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

F. All remaining assets of the PLLC shall be distributed to the Members as follows:

(1) The liquidator may sell any or all PLLC property, including to Members or Managers, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;

(2) With respect to all PLLC property that is not sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(3) PLLC property shall be distributed among the Members in accordance with the positive capital account balance of the Members, as determined after taking into account all capital account adjustments for the taxable year of the PLLC during which the liquidation of the PLLC occurs (other than those made by reason of this subparagraph (3)); and those distributions shall be made by the end of the taxable year of the PLLC during which the liquidation of the PLLC occurs (or, if later, ninety (90) days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee Member for costs, expenses and liabilities theretofore incurred for which the PLLC has committed prior to the date of termination and those costs, expenses and liabilities shall be allocated to the distributee Member pursuant to this Section 7.02. Provided that a Member's liability relating to a distribution in kind shall be limited to the extent of the value of the property distributed and no Member shall have any personal liability with respect to such property or for costs, expenses or liabilities incurred by the PLLC prior to the termination date to the extent such costs, expenses or liabilities exceed the value of the property distributed to such Member. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 7.02 constitutes a complete return to the Member of such Member's capital contribution and a complete distribution to the Member of such Member's interest in the PLLC, and all of the PLLC's property, and constitutes a compromise to which all Members have consented. To the extent that a Member returns funds to the PLLC, such Member has no claim against any other Member for those funds.

7.03. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the capital account of any Member results from or is attributable to deductions and losses of the PLLC (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective interests in the profits and losses of the PLLC, upon dissolution of the PLLC such deficit shall not be an asset of the PLLC and such Member shall not be obligated to contribute such amount to the PLLC to bring the balance of such Member's capital account to zero.

7.04. Certificate of Cancellation. Upon the completion of the winding up of the affairs of the PLLC, including the distribution of the PLLC assets as provided herein, the PLLC is terminated, and the Managers or authorized Member shall file a certificate of cancellation with the Secretary of State of Mississippi as provided under Sections 79-29-204 and 803, Mississippi Code Ann. (Rev. 1998). Such Managers or authorized Member shall take such other actions as may be necessary to terminate the PLLC. An "authorized Member" will be a Member or Members appointed by the Managers.

ARTICLE VIII

DEATH OF A MEMBER

8.01. Death of Members. Upon the death of a Member, the existence of the PLLC shall continue unless a majority in interest of the remaining Members vote to dissolve the PLLC. Upon the death of a Member (if the PLLC is not dissolved), the PLLC is obligated to purchase, and the estate or beneficiary of the deceased Member is obligated to offer for sale, the PLLC interest held by the deceased Member on his date of death.

8.02. Terms of Purchase. The purchase price to be paid for the PLLC interest shall be its value as reported, or to be reported, on the Federal estate tax return of the deceased Member, or, if at the time of purchase such value has not been determined, then the market value of such interest as of the date of the deceased Member's death. The market value of such interest shall be determined by the appraiser or other professional engaged by the deceased Member's estate to determine the value of such interest for Federal estate tax purposes; provided, however, the PLLC or other Members of the PLLC shall have the right to engage a qualified appraiser to determine the market value of such PLLC interest and if such qualified appraiser's opinion of value is more than five percent (5%) different than the market value determined by the appraiser for the deceased

Member's estate, the appraiser shall consult and agree upon the market value of the PLLC interest, or if they cannot agree, they shall jointly select a third qualified appraiser who shall determine the market value of such interest. Notwithstanding the market value determined by such third appraiser, the purchase price for such interest shall be no higher than the highest value and no lower than the lowest value determined by those appraisers who selected such third appraiser.

8.03. Life Insurance. The PLLC may choose to become the owner of certain policies of life insurance insuring the lives of the Members. Said life insurance may be purchased by the PLLC for two purposes:

A. To compensate the PLLC in part for any loss resulting to the PLLC as a consequence of the death of one or more Members; and
B. To assist in carrying out the purchase the PLLC will have the obligation to make under this Article.

Life insurance proceeds received by the PLLC under the policies shall be used first to satisfy the obligation of the PLLC to purchase the interest of the deceased Member from his estate. Any excess life insurance proceeds shall be used as determined by the PLLC.

ARTICLE IX

GENERAL PROVISIONS

9.01. Books and Records.

A. The PLLC shall maintain those books and records required by statute and such other books and records as it may deem necessary or desirable. All books and records provided for by statute shall be open to inspection of the Members from time to time and to the extent expressly provided by statute, but not otherwise. The Managers may examine all such books and records at all reasonable times. The PLLC shall keep and maintain the following records at its principal place of business:

(1) A current list of the full name and last known street address of each Member and Manager;
(2) A copy of the Certificate of Formation and all certificates of amendment and restatement thereof, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;
(3) Copies of any then effective limited liability company agreement; and
(4) Unless contained in the Certificate of Formation or the Limited Liability Company Agreement, a writing setting out:

(a) The amount of cash and a description and statement of the agreed value of the other property and services contributed by each Member and which each Member has agreed to contribute;

(b) The times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made; and

(c) Any events upon the happening of which the PLLC is to be dissolved and its affairs wound up; and

(d) Correct and complete books and records of account of the PLLC.

B. The PLLC shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

C. The PLLC shall keep its registered office in Mississippi.

D. A Member, or an assignee of a membership interest, on written request stating the purpose, may examine and copy, in person or by the Member's or assignee's representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Section and other information regarding the business, affairs and financial condition of the PLLC as is just and reasonable for such person to examine and copy.

9.02. Amendment or Modification. This Agreement may be amended or modified only by a writing signed by all Members. Any oral amendment or modification is specifically unenforceable.

9.03. Checks, Notes, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of or payable to the PLLC shall be signed or endorsed by such designated person(s) as are appointed by the Managers. The designated person(s) may be a Manager, officer, Member, employee or other person as may from time to time may be designated, and dual signatures may be required as determined by the Managers.

9.04. Headings. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation and shall not be construed in such a manner as to limit the scope of the provision to which a particular heading pertains.

9.05. Construction. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the singular shall include the plural and vice versa. All references to articles, sections and subsections refer to articles, sections and subsections of this Agreement. All references to exhibits, if any, are to exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion or provision of this

Agreement shall be determined to be invalid, inoperative or unenforceable, then, so far as is reasonable and possible:

A. All remaining provisions of this Agreement shall be considered valid, operative and enforceable; and

B. Effect shall be given to the intent manifested by the portion or provision held to be invalid, inoperative or unenforceable.

9.06. Entire Agreement. This Agreement constitutes the entire agreement of the Members relating to the PLLC and supersedes any and all other prior contracts or agreements with respect to the PLLC, whether oral or written.

9.07. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any person in the performance by that person of its obligations with respect to the PLLC is not a consent to, or waiver of, any other breach or default in the performance by that person of the same or any other obligation of that person with respect to the PLLC. Failure on the part of a person to complain of any act of any person or to declare any person in default with respect to the PLLC, irrespective of how long that failure continues, does not constitute a waiver by that person of its rights with respect to that default until the applicable statute of limitations has run.

9.08. Binding Effect. Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding upon and shall enure to the benefit of the Members and their respective heirs, legal representatives and assigns.

9.09. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Mississippi. In the event of a direct conflict between the provisions of this PLLC Agreement and (a) any provision of the Certificate of Formation, or (b) any mandatory provision of the Mississippi Limited Liability Company Act, the applicable provision of the Certificate of Formation or the Act shall control.

9.10. Further Assurances. In connection with this PLLC Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

9.11. General Interest Rate. Whenever under the terms of this Agreement an interest rate is to be applied to an indebtedness such rate shall be the rate per annum equal to the lesser of:

A. The prime rate quoted in the Money Rates section of *The Wall Street Journal* which is also the base rate on corporate loans at large United States money centers and commercial banks, with adjustments in that varying rate to be made on the same date as any change in that rate, and

B. The maximum rate permitted by applicable law.

9.12. Notice to Members of Provisions of this Agreement. By executing this PLLC Agreement each Member acknowledges that he or she has actual notice of (a) all the provisions of this PLLC Agreement including, without limitation, the restrictions on the transfer of the interest of a Member set forth in Article II and (b) all provisions of the Certificate of Formation. Each Member hereby agrees that this Agreement constitutes adequate notice of all of such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

9.13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

9.14. Conflicting Provisions. To the extent that one or more provisions of this Agreement appear to be in conflict with one another, then the Managers (determined by the affirmative vote of a majority of the Managers) shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to the Managers in interpreting the provisions of this Agreement to accomplish the purposes and objectives of the PLLC, and the Managers may apply this Agreement in such manner as to be in the best interests of the PLLC, in their discretion, even if such interpretation or choice of conflicting provisions to enforce is detrimental to one or more Members or Managers.

9.15. Tax Matters Partner. (Name of tax matters partner) shall be the initial tax matters partner of the PLLC for federal income tax purposes and shall receive all notices from the Internal Revenue Service. The tax matters partner is authorized to sign tax returns on behalf of the PLLC and to take such other actions as are reasonably necessary and proper to comply with all tax return and reporting requirements of the PLLC. Provided, however, that such authorization shall not limit or diminish the authority or responsibility of the Managers regarding tax elections or the preparation and filing of tax returns and other reports as hereinabove set forth in Section 5.01, Paragraph C. Provided further that the designation of (name of tax matters partner) as tax matters partner shall in no way be construed to increase or otherwise affect (his/her) limited liability as a Member of the PLLC under state law, this PLLC Agreement or otherwise.

The undersigned, being all the Members, as specified in this PLLC Agreement, hereby unanimously adopt this PLLC Agreement effective the __________ day of __________, 20_____.

MANAGER:

____
(NAME OF MANAGER)

MEMBERS:

____
(Name of Member)

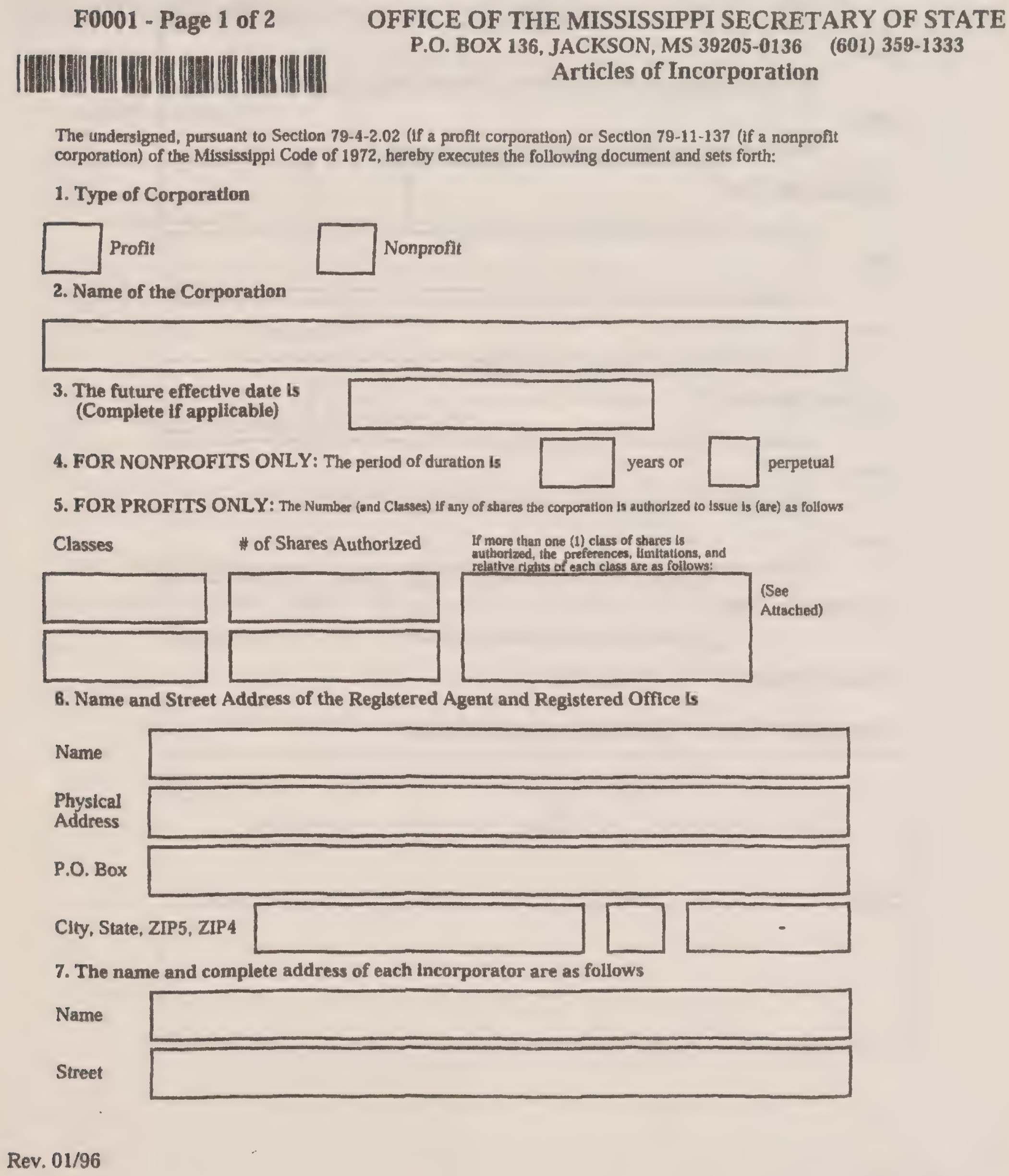
____
(Name of Member)

(Add Proper Acknowledgement — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Part 6. Secretary of State Corporate Forms.

§ 1-24. Articles of Incorporation — Form F0001.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Incorporation

The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

☐ *Profit* ☐ *Nonprofit*

2. Name of the Corporation

☐

3. The future effective date is (Complete if applicable) ☐

4. FOR NONPROFITS ONLY: The period of duration is ☐ years or ☐ perpetual

5. FOR PROFITS ONLY: The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes	# of Shares Authorized	If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:	
☐	☐	☐	(See Attached)
☐	☐		

6. Name and Street Address of the Registered Agent and Registered Office is

Name ☐
Physical Address ☐
P.O. Box ☐
City, State, ZIP5, ZIP4 ☐ ☐ ☐ -

7. The name and complete address of each incorporator are as follows

Name ☐
Street ☐

Rev. 01/96

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Incorporation

City, State, ZIP5, ZIP4 -

Name

Street

City, State, ZIP5, ZIP4 -

Name

Street

City, State, ZIP5, ZIP4 -

Name

Street

City, State, ZIP5, ZIP4 -

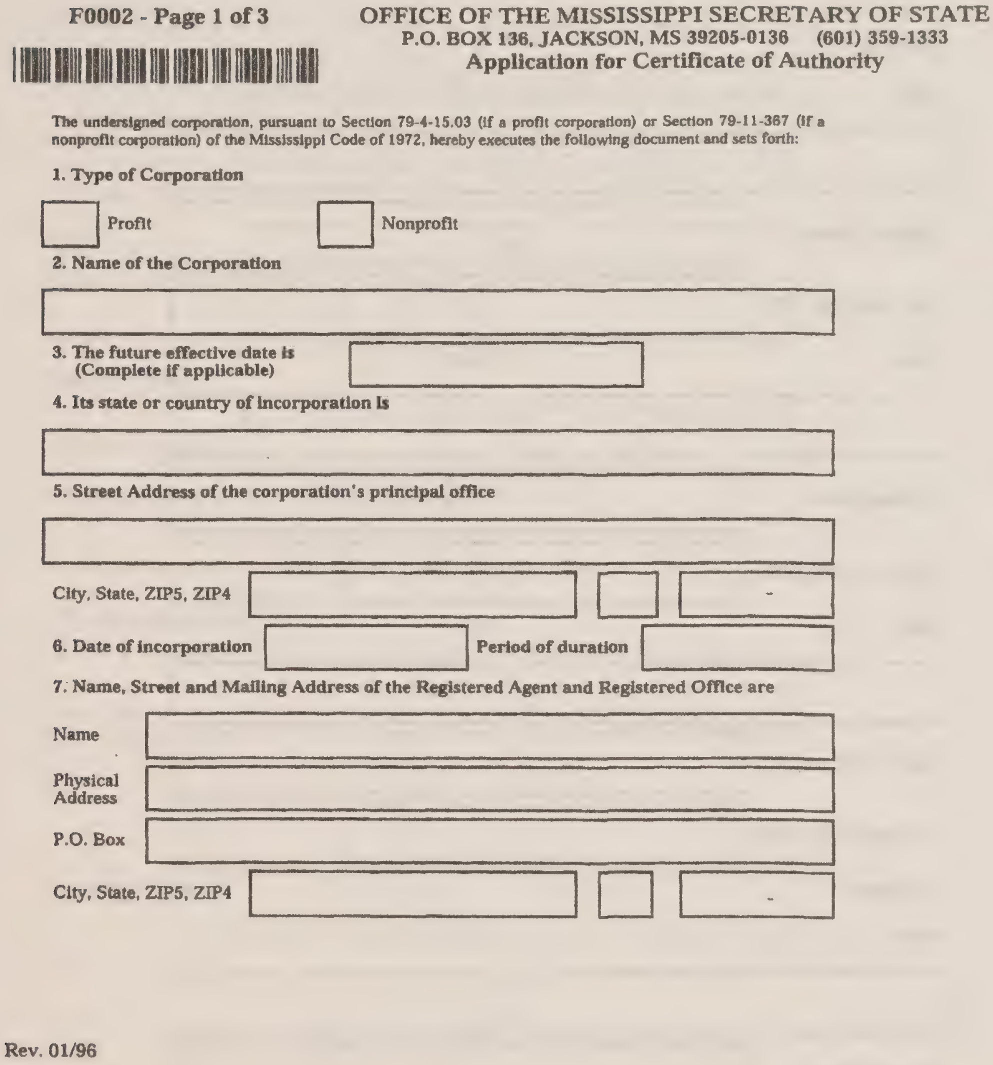
8. Other Provisions ☐ See Attached

9. Incorporators' Signatures (please keep writing within blocks)

Rev. 01/96

§ 1-25. Application for Certificate of Authority — Form F0002.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Certificate of Authority

The undersigned corporation, pursuant to Section 79-4-15.03 (if a profit corporation) or Section 79-11-367 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

☐ Profit ☐ Nonprofit

2. Name of the Corporation

3. The future effective date is (Complete if applicable)

4. Its state or country of incorporation is

5. Street Address of the corporation's principal office

City, State, ZIP5, ZIP4 -

6. Date of incorporation **Period of duration**

7. Name, Street and Mailing Address of the Registered Agent and Registered Office are

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Certificate of Authority

8. Officers

Name Title

Business Address

City, State, ZIP5, ZIP4 -

Name Title

Business Address

City, State, ZIP5, ZIP4 -

Name Title

Business Address

City, State, ZIP5, ZIP4 -

9. Directors

Name Title

Business Address

City, State, ZIP5, ZIP4 -

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Certificate of Authority

Name Title

Business Address

City, State, ZIP5, ZIP4 -

Name Title

Business Address

City, State, ZIP5, ZIP4 -

10. FOR NONPROFIT ONLY (Check appropriate box)

The corporation ☐ has members ☐ has no members.

11. Name elected to use in Mississippi is

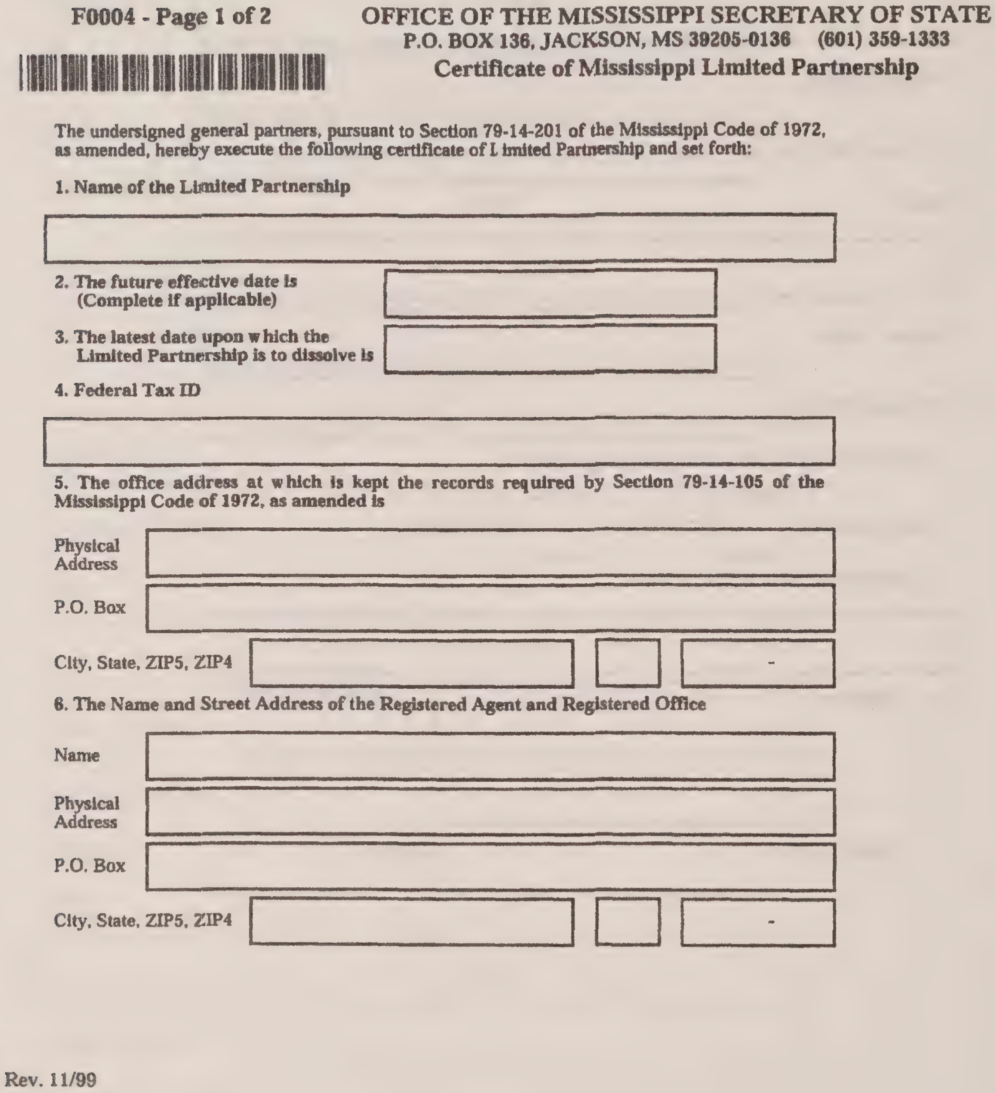
By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-26. Certificate of Mississippi Limited Partnership— Form F0004.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0004 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Mississippi Limited Partnership

The undersigned general partners, pursuant to Section 79-14-201 of the Mississippi Code of 1972, as amended, hereby execute the following certificate of Limited Partnership and set forth:

1. Name of the Limited Partnership

2. The future effective date is (Complete if applicable)

3. The latest date upon which the Limited Partnership is to dissolve is

4. Federal Tax ID

5. The office address at which is kept the records required by Section 79-14-105 of the Mississippi Code of 1972, as amended is

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

6. The Name and Street Address of the Registered Agent and Registered Office

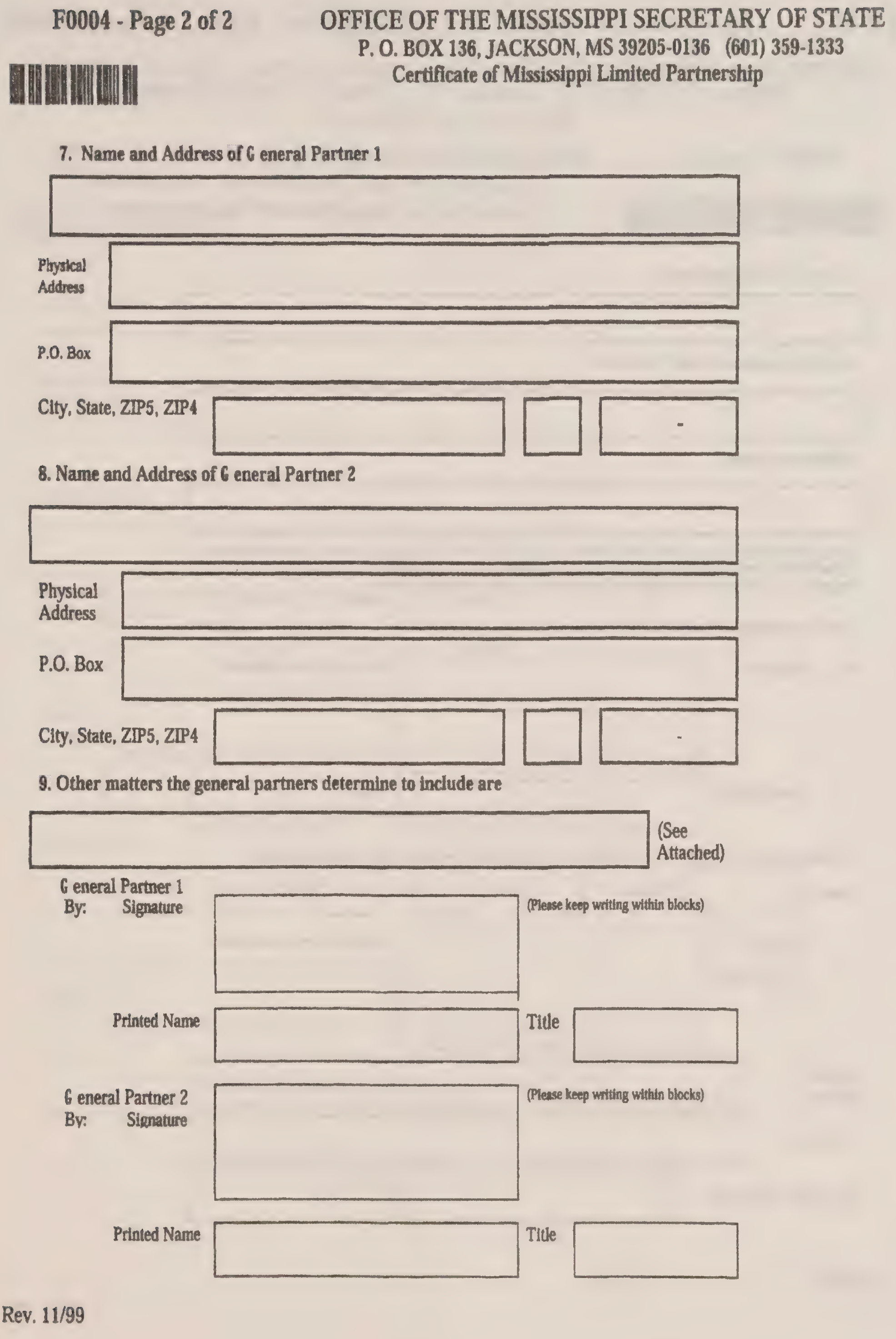
Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 11/99



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P. O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Mississippi Limited Partnership

7. Name and Address of General Partner 1

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

8. Name and Address of General Partner 2

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

9. Other matters the general partners determine to include are

(See Attached)

General Partner 1
By: Signature (Please keep writing within blocks)

Printed Name Title

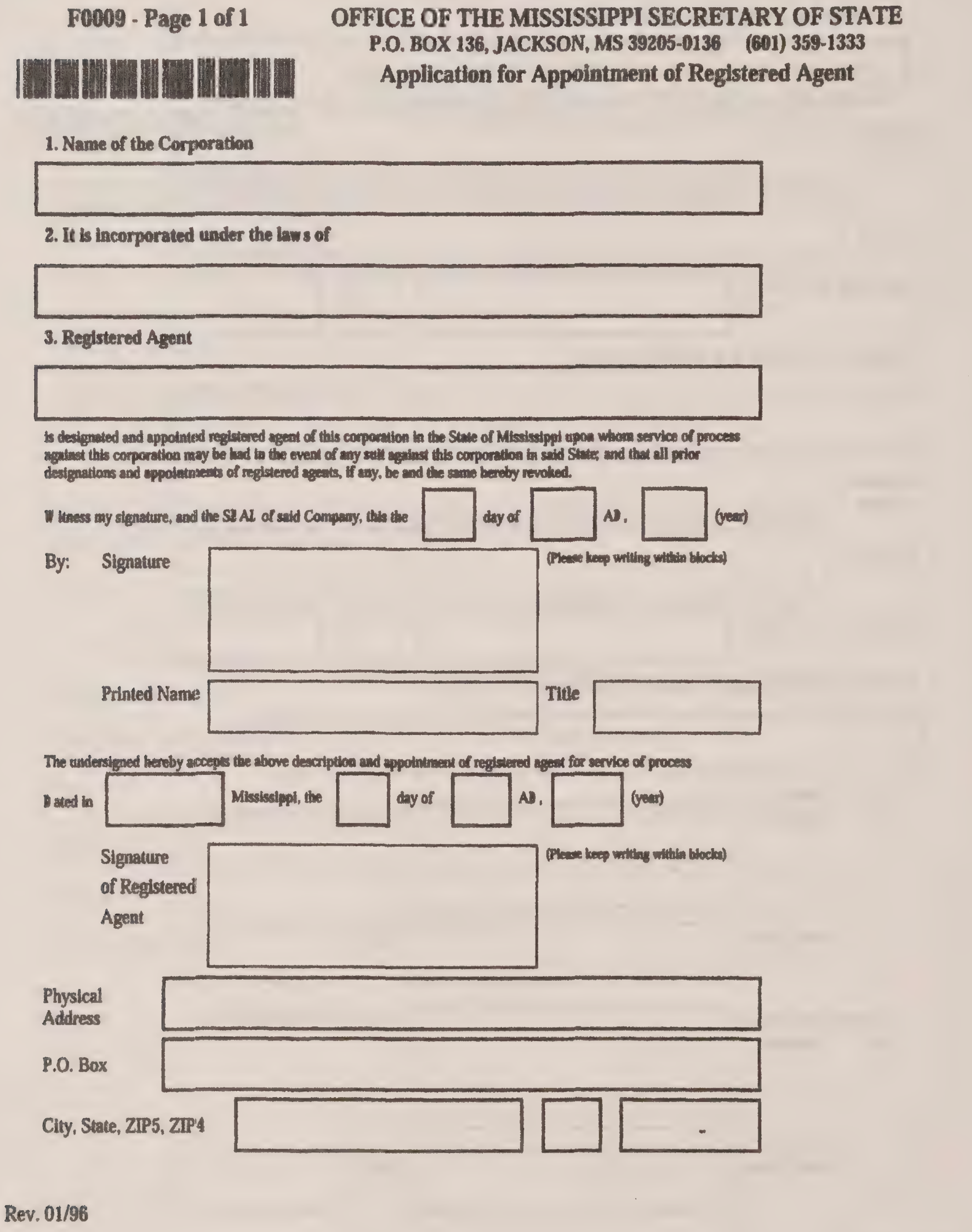
General Partner 2
By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 11/99

§ 1-27. Application for Appointment of Registered Agent — Form F0009.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Appointment of Registered Agent

1. Name of the Corporation

2. It is incorporated under the laws of

3. Registered Agent

is designated and appointed registered agent of this corporation in the State of Mississippi upon whom service of process against this corporation may be had in the event of any suit against this corporation in said State; and that all prior designations and appointments of registered agents, if any, be and the same hereby revoked.

Witness my signature, and the SEAL of said Company, this the ☐ day of ☐ AD, ☐ (year)

By: Signature (Please keep writing within blocks)

Printed Name Title

The undersigned hereby accepts the above description and appointment of registered agent for service of process

Dated in ☐ Mississippi, the ☐ day of ☐ AD, ☐ (year)

Signature of Registered Agent (Please keep writing within blocks)

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

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§ 1-28. Registered Agent/Office Statement of Change — Profit Corporation — Form F0010.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Registered Agent/Office Statement of Change
Profit Corporation

1. Corporate ID

2. Corporate Name

3. Federal Tax ID

4. Name and Street Address of the Registered Agent and Registered Office (as on file with the Secretary of State)

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4

5. New Registered Agent's Name and Registered Office

Physical Address

P.O. Box

City, State, ZIP5, ZIP4

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Registered Agent/Office Statement of Change
Profit Corporation

6. If agent has changed, mark appropriate box

☐ 6A: The undersigned hereby accepts designation as registered agent for service of process

Signature of Registered Agent
(Please keep writing within block) ☐

OR

☐ 6B: Statement of written consent is attached, signed by the new registered agent

7. The Corporation has been notified of the change of registered office.

☐ Yes ☐ No

By: Signature ☐ (Please keep writing within block)

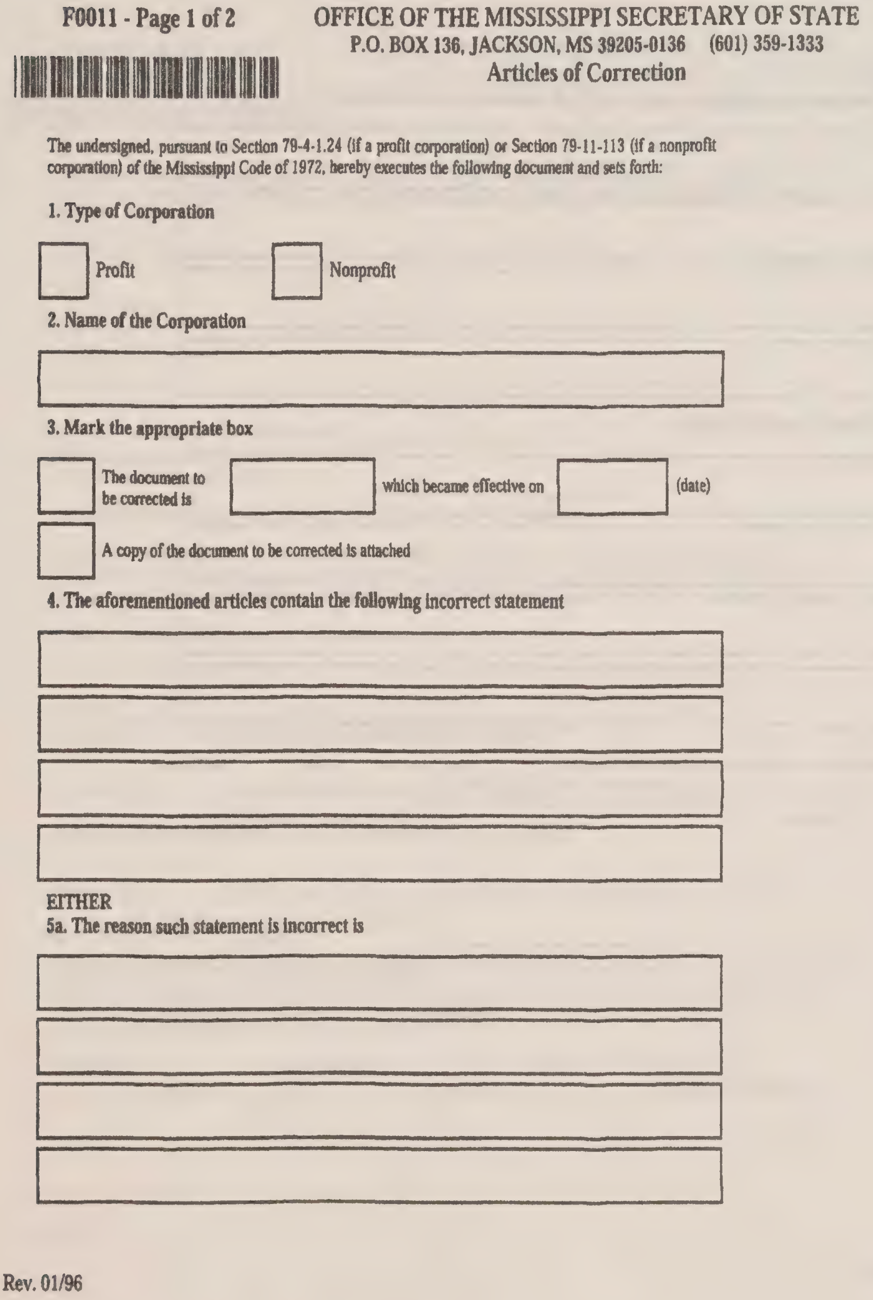
Printed Name ☐ Title ☐

Filing Fee: $10.00

Rev. 01/96

§ 1-29. Articles of Correction — Form F0011.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Correction

The undersigned, pursuant to Section 79-4-1.24 (if a profit corporation) or Section 79-11-113 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

☐ Profit ☐ Nonprofit

2. Name of the Corporation

3. Mark the appropriate box

☐ The document to be corrected is which became effective on (date)

☐ A copy of the document to be corrected is attached

4. The aforementioned articles contain the following incorrect statement

EITHER
5a. The reason such statement is incorrect is

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Correction

OR

5b. The manner in which the execution of such document was defective was

6. The correction is as follows

This certificate of correction shall become effective on the day of AD, (year)

By: Signature (Please keep writing within blocks)

Printed Name Title

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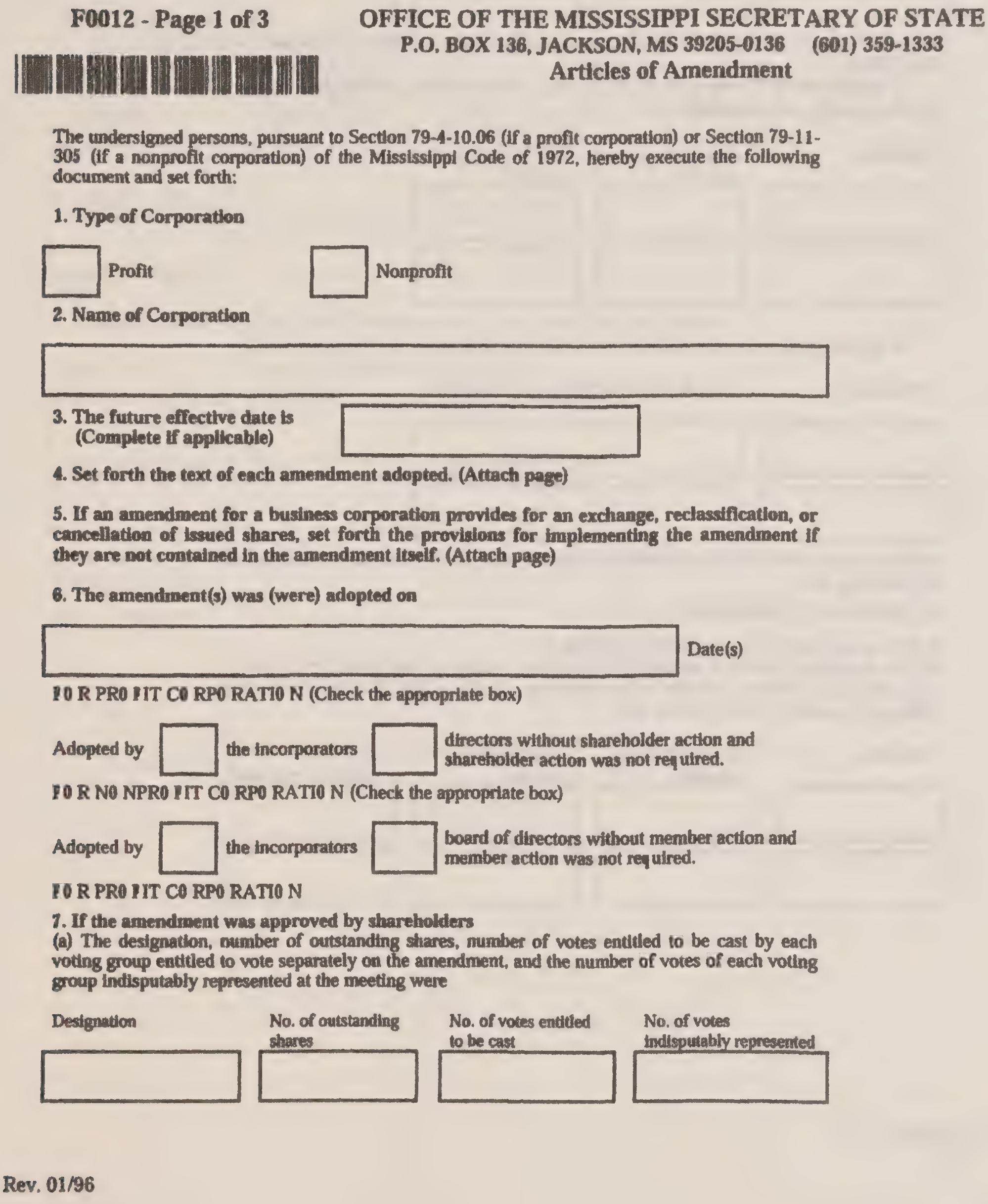
§ 1-30. Articles of Amendment— Form F0012.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation

☐ Profit ☐ Nonprofit

2. Name of Corporation

☐

3. The future effective date is (Complete if applicable) ☐

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

☐ Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

Adopted by ☐ the incorporators ☐ directors without shareholder action and shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

Adopted by ☐ the incorporators ☐ board of directors without member action and member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders
(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation	No. of outstanding shares	No. of votes entitled to be cast	No. of votes indisputably represented

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment

(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment

(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature (Please keep writing within blocks)

Printed Name Title

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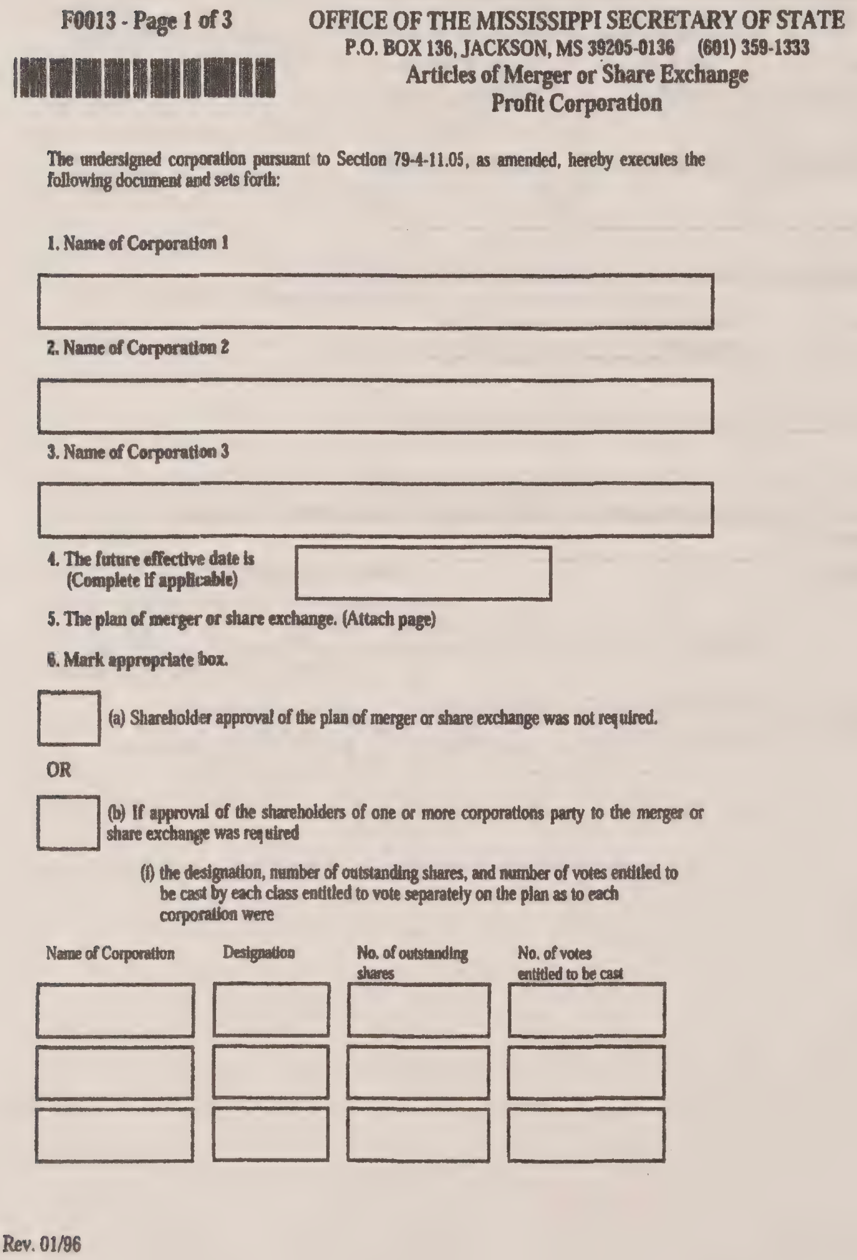
§ 1-31. Articles of Merger or Share Exchange — Profit Corporation — Form F0013.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger or Share Exchange
Profit Corporation

The undersigned corporation pursuant to Section 79-4-11.05, as amended, hereby executes the following document and sets forth:

1. Name of Corporation 1

2. Name of Corporation 2

3. Name of Corporation 3

4. The future effective date is (Complete if applicable)

5. The plan of merger or share exchange. (Attach page)

6. Mark appropriate box.

☐ (a) Shareholder approval of the plan of merger or share exchange was not required.

OR

☐ (b) If approval of the shareholders of one or more corporations party to the merger or share exchange was required

(i) the designation, number of outstanding shares, and number of votes entitled to be cast by each class entitled to vote separately on the plan as to each corporation were

Name of Corporation	Designation	No. of outstanding shares	No. of votes entitled to be cast

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger or Share Exchange
Profit Corporation

AND EITHER

a. the total number of votes cast for and against the plan by each class entitled to vote separately on the plan was

Name of Corporation	Class	Total no. of votes cast FOR the Plan	Total no. of votes cast AGAINST the Plan

OR

b. the total number of undisputed votes cast for the plan separately by each class was

Name of Corporation	Class	Total no. of undisputed votes cast FOR the Plan

and the number of votes cast for the plan by each class was sufficient for approval by that class.

Name of Corporation 1

By: Signature (Please keep writing within blocks)

Printed Name Title

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Merger or Share Exchange
Profit Corporation

Name of Corporation 2

By: Signature (Please keep writing within blocks)

Printed Name Title

Name of Corporation 3

By: Signature (Please keep writing within blocks)

Printed Name Title

NOTE

1. If shareholder approval is required, the plan must be approved by each voting group entitled to vote on the plan by a majority of all votes entitled to be cast by that voting group unless the Act or the articles of incorporation provide for a greater or lessor vote, but not less than a majority of all votes cast at a meeting.

2. The articles cannot be filed unless the corporation(s) has (have) paid all fees and taxes (and delinquencies) imposed by law.

3. The articles must be similarly executed by each corporation that is a party to the merger.

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§ 1-32. Articles of Dissolution (By Directors and Shareholders) — Profit Corporation — Form F0014.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Dissolution
(By Directors and Shareholders)
Profit Corporation

The undersigned corporation pursuant to Section 79-4-14.03 of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Name of Corporation

2. The future effective date is (Complete if applicable)

3. The dissolution was authorized on

Date

4. If dissolution was approved by the shareholders,
(a) the number of votes entitled to be cast for dissolution was

and

(b) EITHER
(i) the total number of votes cast for and against dissolution was

Total no. of votes cast FOR dissolution	Total no. of votes cast AGAINST dissolution

OR
(ii) the total number of undisputed votes cast for dissolution was

and the number cast for dissolution was sufficient for approval.

VOTING GROUPS (ONLY)

5. The number of votes entitled to be cast by each voting group entitled to vote separately on dissolution was

No. of votes

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Dissolution
(By Directors and Shareholders)
Profit Corporation

EITHER
(i) the total number of votes cast for and against dissolution by each voting group entitled to vote separately on dissolution was

Voting group	Total no. of votes cast FOR dissolution	Total no. of votes cast AGAINST dissolution

OR
(ii) the total number of undisputed votes cast for dissolution separately by each voting group was

Voting group	Total no. of undisputed votes

and the number cast by each voting group was sufficient for approval by that voting group.

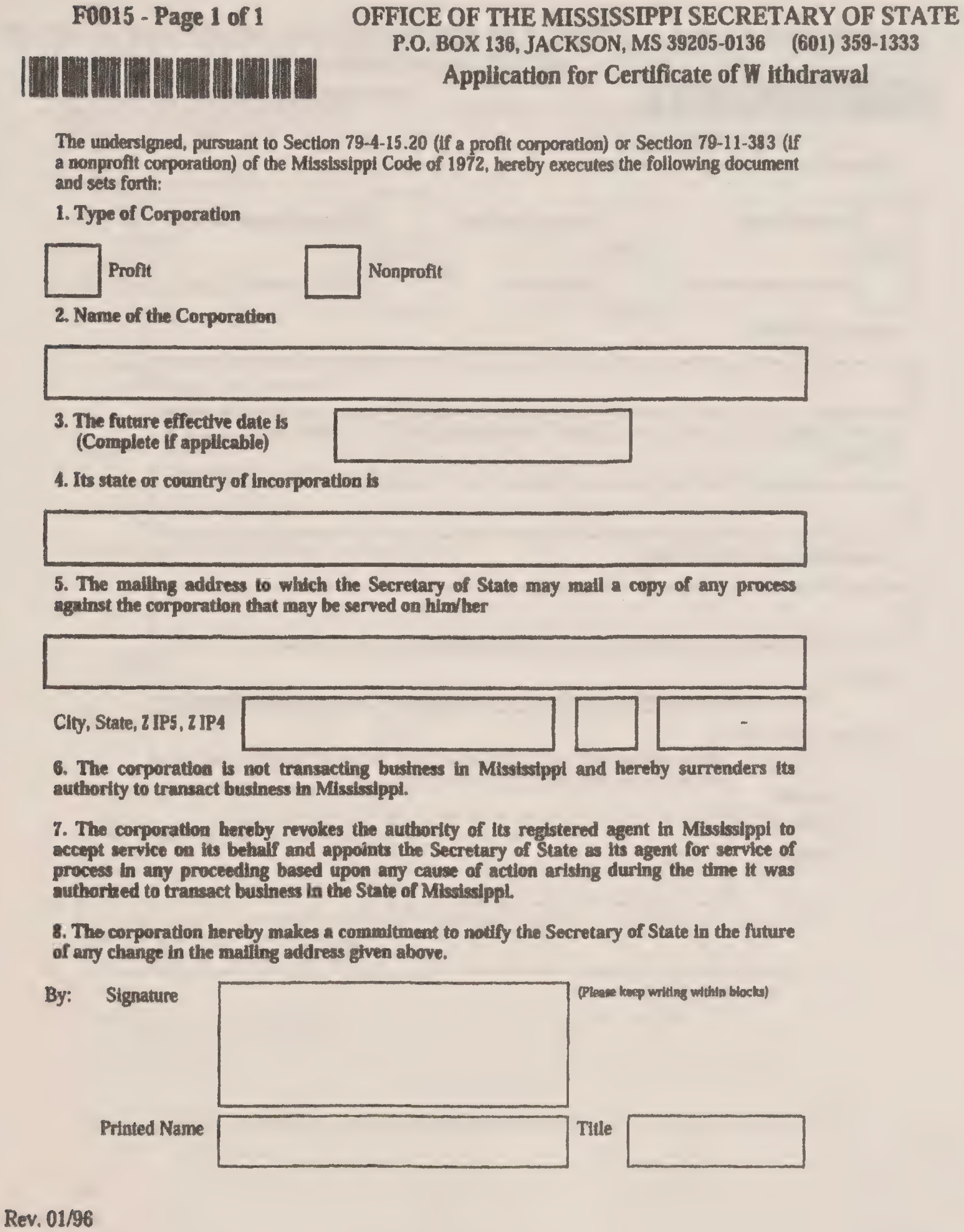
By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-33. Application for Certificate of Withdrawal — Form F0015.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Certificate of Withdrawal

The undersigned, pursuant to Section 79-4-15.20 (if a profit corporation) or Section 79-11-383 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

☐ Profit ☐ Nonprofit

2. Name of the Corporation

3. The future effective date is (Complete if applicable)

4. Its state or country of incorporation is

5. The mailing address to which the Secretary of State may mail a copy of any process against the corporation that may be served on him/her

City, State, ZIP5, ZIP4 -

6. The corporation is not transacting business in Mississippi and hereby surrenders its authority to transact business in Mississippi.

7. The corporation hereby revokes the authority of its registered agent in Mississippi to accept service on its behalf and appoints the Secretary of State as its agent for service of process in any proceeding based upon any cause of action arising during the time it was authorized to transact business in the State of Mississippi.

8. The corporation hereby makes a commitment to notify the Secretary of State in the future of any change in the mailing address given above.

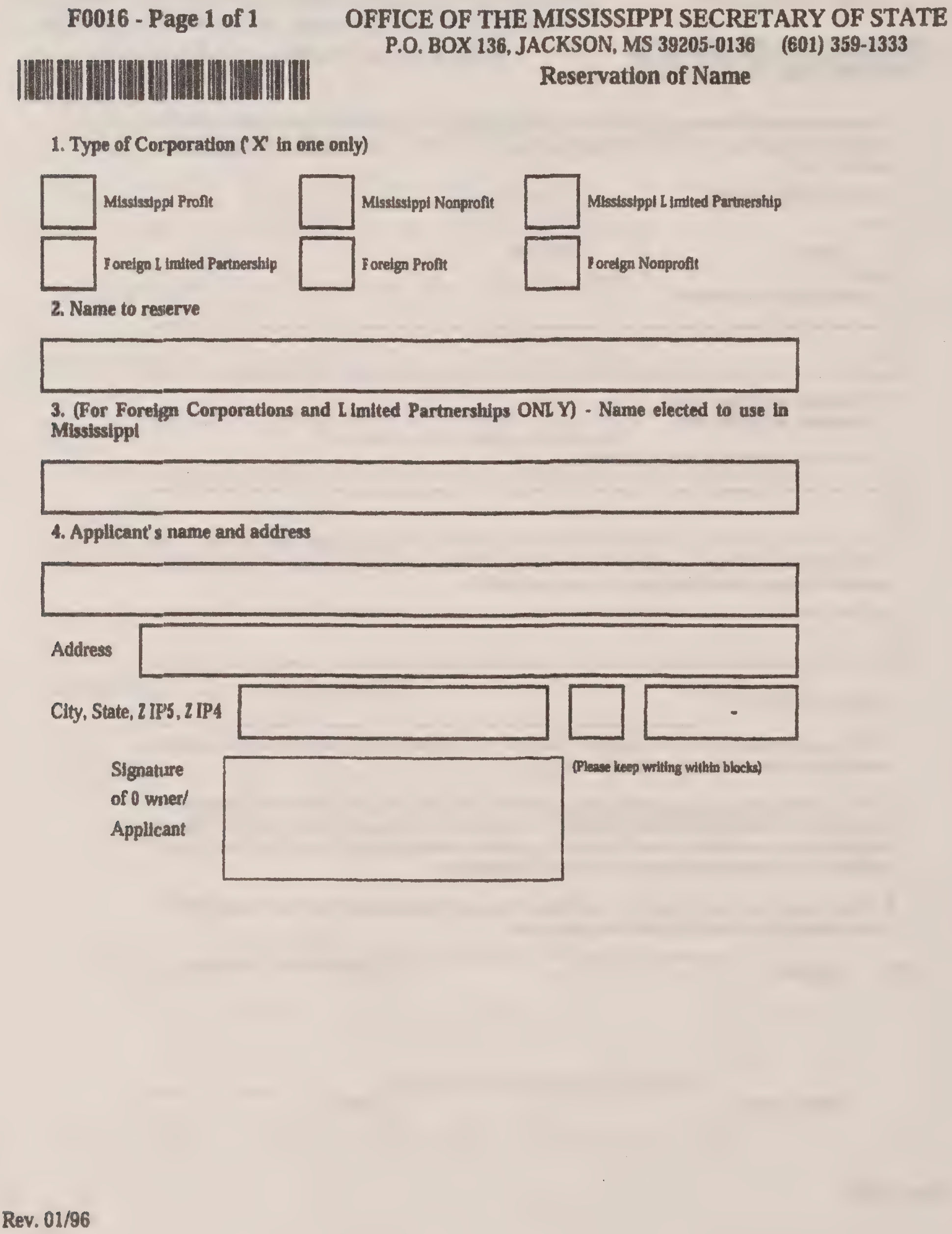
By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-34. Reservation of Name — Form F0016.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Reservation of Name

1. Type of Corporation ('X' in one only)

☐ Mississippi Profit ☐ Mississippi Nonprofit ☐ Mississippi Limited Partnership
☐ Foreign Limited Partnership ☐ Foreign Profit ☐ Foreign Nonprofit

2. Name to reserve

3. (For Foreign Corporations and Limited Partnerships ONLY) - Name elected to use in Mississippi

4. Applicant's name and address

Address

City, State, ZIP5, ZIP4 -

Signature of Owner/ Applicant

(Please keep writing within blocks)

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§ 1-35. Application for Registration of Corporate Name (For Foreign Corporations Only) — Form F0017.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Registration of Corporate Name
(For Foreign Corporations only)

1. Type of Corporation

☐ Profit ☐ Nonprofit

2. Name of Corporation

3. Corporation Postal Address

Address

City, State, ZIP5, ZIP4 -

4. Name and Street Address of the Applicant

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

5. Name elected to use in Mississippi

6. State or country of incorporation

7. Date incorporated or formed

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Registration of Corporate Name
(For Foreign Corporations only)

8. Brief description of the nature of the activities in which it is engaged

By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 02/96

§ 1-36. Transfer of Reserved Name — Form F0018.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Transfer of Reserved Name

1. Type of Corporation ('X' in one only)

☐ Mississippi Profit ☐ Mississippi Nonprofit ☐ Mississippi Limited Partnership
☐ Foreign Limited Partnership ☐ Foreign Profit ☐ Foreign Nonprofit

2. Name reserved

3. Owner of reserved corporate name

4. Transferred to

5. Address

Address

City, State, ZIP5, ZIP4 -

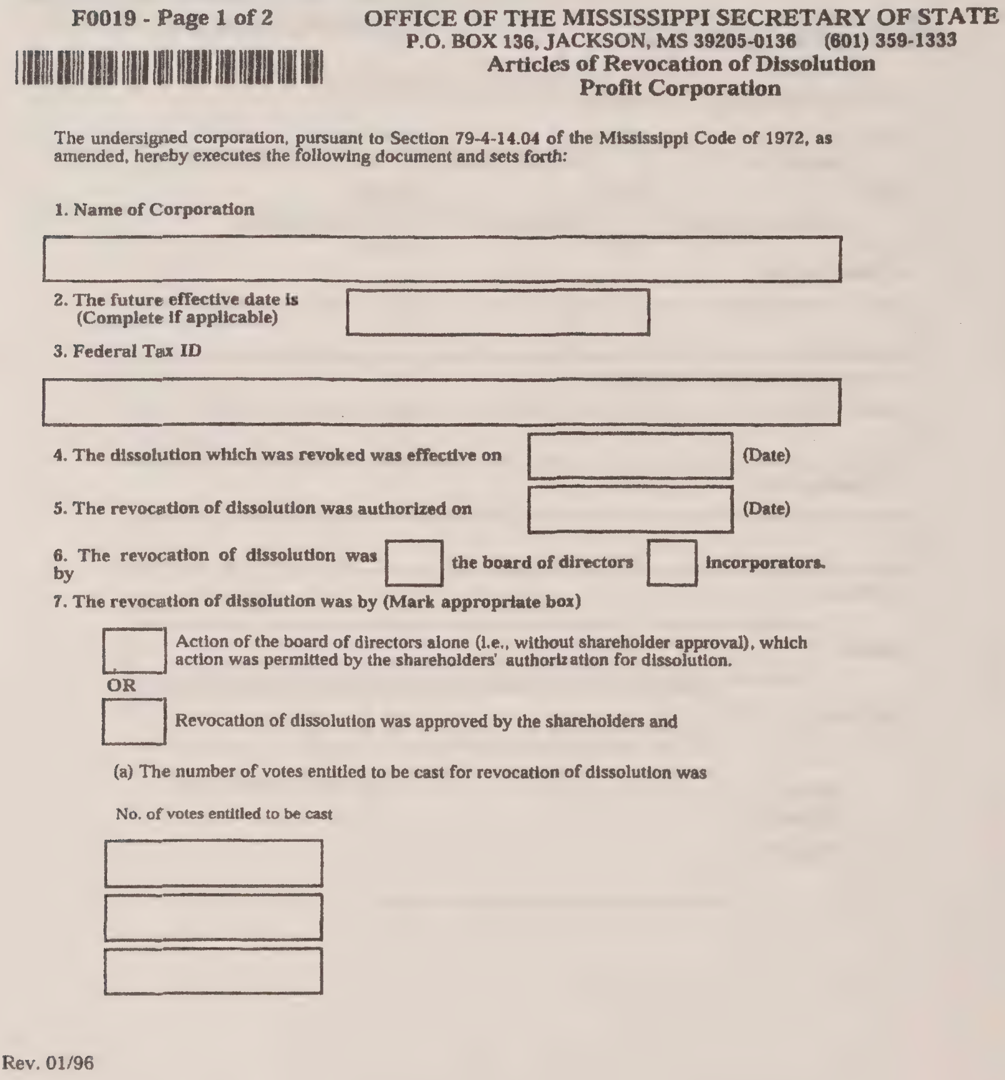
Signature of Owner/ Applicant

(Please keep writing within blocks)

Rev. 01/96

§ 1-37. Articles of Revocation of Dissolution — Profit Corporation — Form F0019.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Revocation of Dissolution
Profit Corporation

The undersigned corporation, pursuant to Section 79-4-14.04 of the Mississippi Code of 1972, as amended, hereby executes the following document and sets forth:

1. Name of Corporation

2. The future effective date is (Complete if applicable)

3. Federal Tax ID

4. The dissolution which was revoked was effective on (Date)

5. The revocation of dissolution was authorized on (Date)

6. The revocation of dissolution was by ☐ **the board of directors** ☐ **incorporators.**

7. The revocation of dissolution was by (Mark appropriate box)

☐ Action of the board of directors alone (i.e., without shareholder approval), which action was permitted by the shareholders' authorization for dissolution.

OR

☐ Revocation of dissolution was approved by the shareholders and

(a) The number of votes entitled to be cast for revocation of dissolution was

No. of votes entitled to be cast

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Revocation of Dissolution
Profit Corporation

(b) AND EITHER

(i) the total number of votes cast for and against revocation of dissolution was

Total no. of votes cast FOR revocation	Total no. of votes cast AGAINST revocation

OR

(ii) the total number of undisputed votes cast for revocation of dissolution was

Total no. of undisputed votes cast FOR revocation

and the number cast for revocation of dissolution was sufficient for approval.

By: Signature (Please keep writing within blocks)

Printed Name

Title

Rev. 01/96

§ 1-38. Articles of Revocation of Dissolution — Nonprofit Corporation — Form F020.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Revocation of Dissolution
Nonprofit Corporation

The undersigned corporation, pursuant to Section 79-11-339 of the Mississippi Code of 1972, as amended, hereby executes the following document and sets forth:

1. Name of Corporation

2. The future effective date is (Complete if applicable)

3. Federal Tax ID

4. The dissolution which was revoked was effective on (Date)

5. The revocation of dissolution was authorized on (Date)

6. The revocation of dissolution was by ☐ **the board of directors** ☐ **incorporators.**

7. The revocation of dissolution was by action of the board of directors authorized (Mark appropriate box) ☐

by members alone or ☐ **in conjunction with another person or persons, which action was permitted by action of the board of directors pursuant to such authorization.**

8. If member action was required to revoke the dissolution,
(a) the designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the revocation of dissolution, and the number of each class indisputably voting on revocation of dissolution

Designation	No. of outstanding memberships	No. of votes entitled to be cast	No. of votes indisputably voted on revocation

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Revocation of Dissolution
Nonprofit Corporation

(b) AND EITHER

(i) the total number of votes cast for and against revocation of dissolution by each class entitled to vote separately on revocation of dissolution was

Voting class	Total no. of Votes FOR revocation	Total no. of Votes AGAINST revocation

OR

(ii) the total number of undisputed votes cast for revocation of dissolution by each voting class was

Voting class	Total no. of undisputed votes cast FOR revocation of

and the number of votes cast for dissolution by each voting class was sufficient for approval by that class.

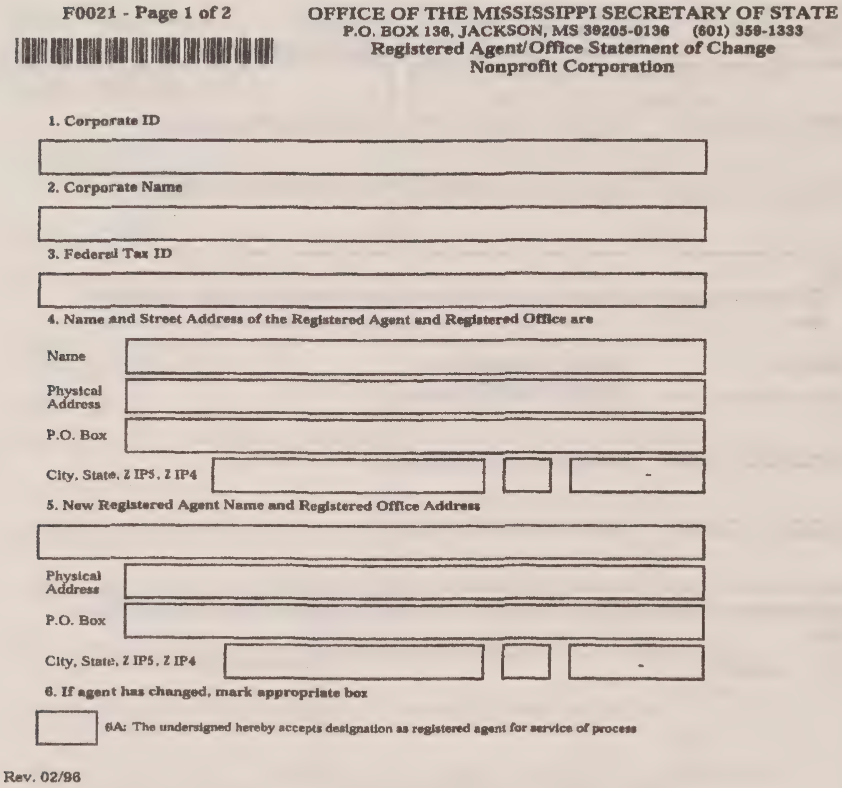
By: Signature ☐ (Please keep writing within blocks)

Printed Name ☐ Title ☐

Rev. 01/96

§ 1-39. Registered Agent/Office Statement of Change — Nonprofit Corporation — Form F0021.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Registered Agent/Office Statement of Change
Nonprofit Corporation

1. Corporate ID

2. Corporate Name

3. Federal Tax ID

4. Name and Street Address of the Registered Agent and Registered Office are

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

5. New Registered Agent Name and Registered Office Address

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

6. If agent has changed, mark appropriate box

☐ 6A: The undersigned hereby accepts designation as registered agent for service of process

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Registered Agent/Office Statement of Change

Nonprofit Corporation

Signature of Registered Agent
(Please keep writing within block)

OR

☐ 6B: Statement of written consent is attached, signed by the new registered agent

7. The Corporation has been notified of the change of registered office.

☐ Yes ☐ No

By: Signature (Please keep writing within blocks)

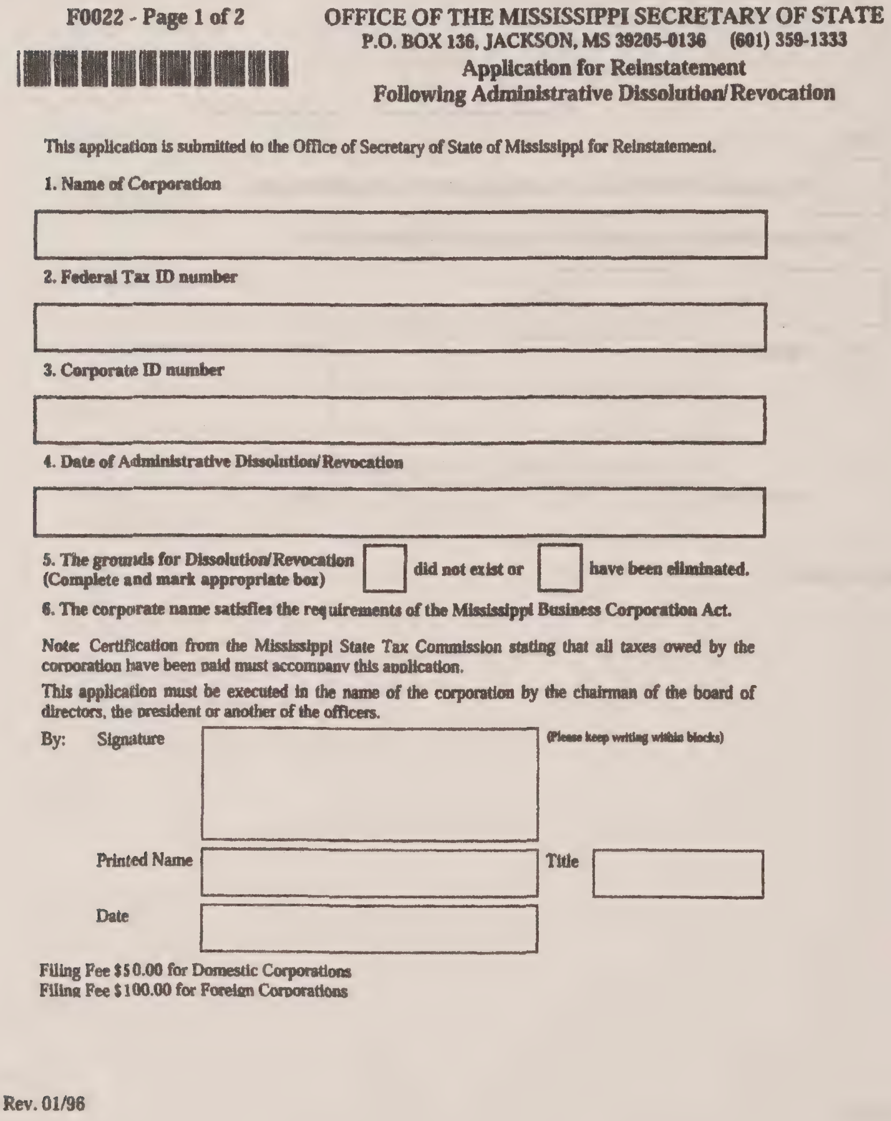
Printed Name Title

Filing Fee: $10.00

Rev. 02/96

§ 1-40. Application for Restatement Following Administrative Dissolution/Revocation — Form F0022.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Reinstatement
Following Administrative Dissolution/Revocation

This application is submitted to the Office of Secretary of State of Mississippi for Reinstatement.

1. Name of Corporation

2. Federal Tax ID number

3. Corporate ID number

4. Date of Administrative Dissolution/Revocation

5. The grounds for Dissolution/Revocation (Complete and mark appropriate box) ☐ did not exist or ☐ have been eliminated.

6. The corporate name satisfies the requirements of the Mississippi Business Corporation Act.

Note: Certification from the Mississippi State Tax Commission stating that all taxes owed by the corporation have been paid must accompany this application.

This application must be executed in the name of the corporation by the chairman of the board of directors, the president or another of the officers.

By: Signature (Please keep writing within blocks)

Printed Name Title

Date

Filing Fee $50.00 for Domestic Corporations
Filing Fee $100.00 for Foreign Corporations

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Request for Certification

1. Name of Corporation

2. Street Address

City, State, ZIP5, ZIP4 -

3. Incorporated in the State of

4. Federal Tax ID Number

This is to request certification from the Mississippi State Tax Commission that all taxes owed by this corporation have been paid.

Name of Corporation

By: Signature (Please keep writing within blocks)

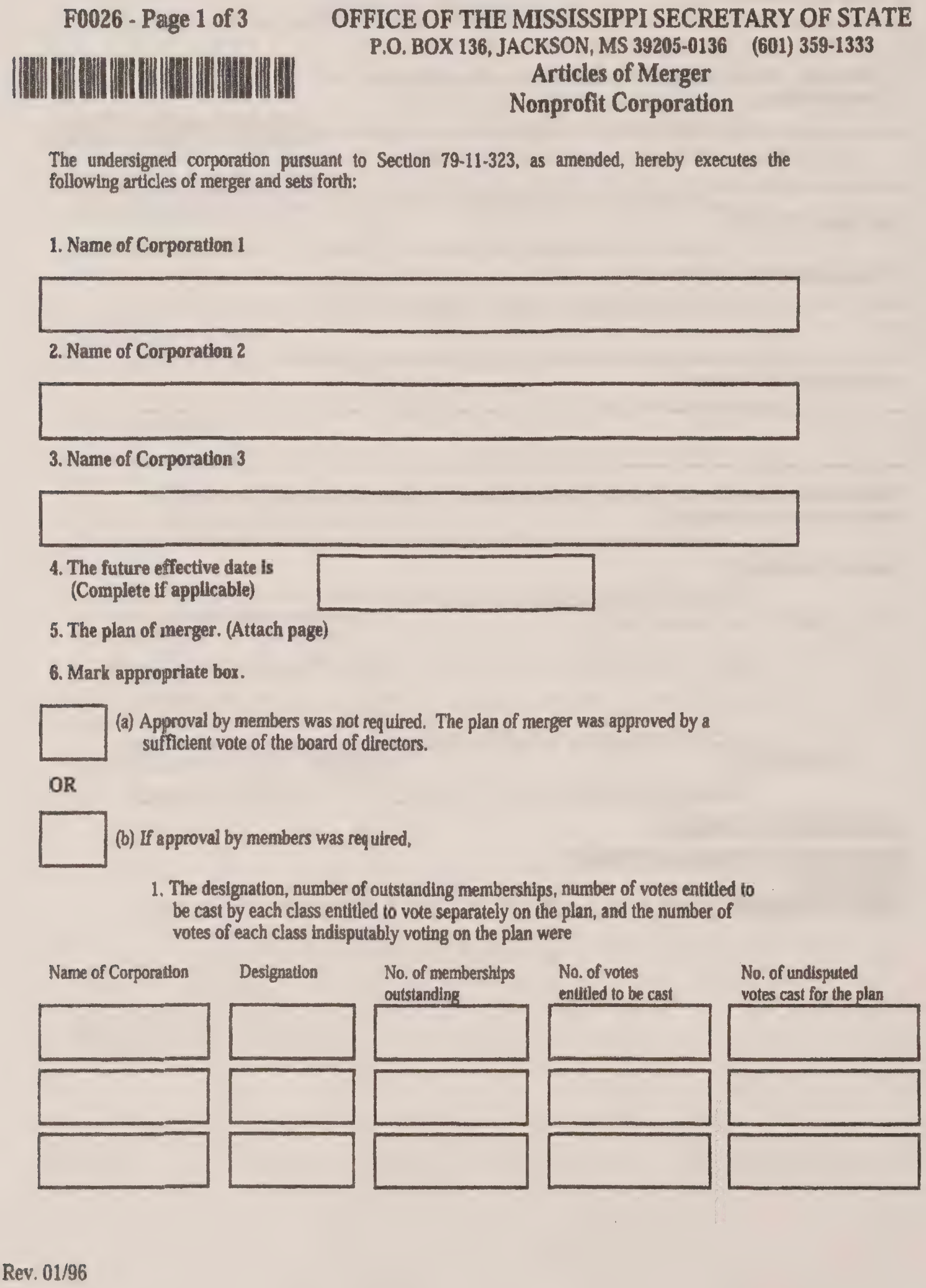
Printed Name Title

Please send this form directly to:

MISSISSIPPI STATE TAX COMMISSION
PO BOX 1033
JACKSON, MS 39215

§ 1-41. Articles of Merger — Nonprofit Corporation — Form F0026.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0026 - Page 1 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger
Nonprofit Corporation

The undersigned corporation pursuant to Section 79-11-323, as amended, hereby executes the following articles of merger and sets forth:

1. Name of Corporation 1

2. Name of Corporation 2

3. Name of Corporation 3

4. The future effective date is (Complete if applicable)

5. The plan of merger. (Attach page)

6. Mark appropriate box.

☐ (a) Approval by members was not required. The plan of merger was approved by a sufficient vote of the board of directors.

OR

☐ (b) If approval by members was required,

1. The designation, number of outstanding memberships, number of votes entitled to be cast by each class entitled to vote separately on the plan, and the number of votes of each class indisputably voting on the plan were

Name of Corporation	Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of undisputed votes cast for the plan

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger
Nonprofit Corporation

AND EITHER

(i) the total number of votes cast for and against the plan by each class entitled to vote separately on the plan was

Name of Corporation	Class	Total no. of votes cast FOR the Plan	Total no. of votes cast AGAINST the Plan

OR

(ii) the total number of undisputed votes cast for the plan separately by each voting class was

Name of Corporation	Class	Total no. of undisputed votes cast FOR the Plan

and the number of votes cast for the plan by each voting class was sufficient for approval by that voting class.

Name of Corporation 1

By: Signature (Please keep writing within blocks)

Printed Name

Title

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F0026 - Page 3 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Merger
Nonprofit Corporation

Name of Corporation 2

By: Signature (Please keep writing within blocks)

Printed Name

Title

Name of Corporation 3

By: Signature (Please keep writing within blocks)

Printed Name

Title

NOTE

1. The vote required by law is a majority of all votes entitled to be cast unless the Act, the articles of incorporation, the board of directors, bylaws or members provide for a greater vote.
2. The articles must be similarly executed by each corporation that is a party to the merger.

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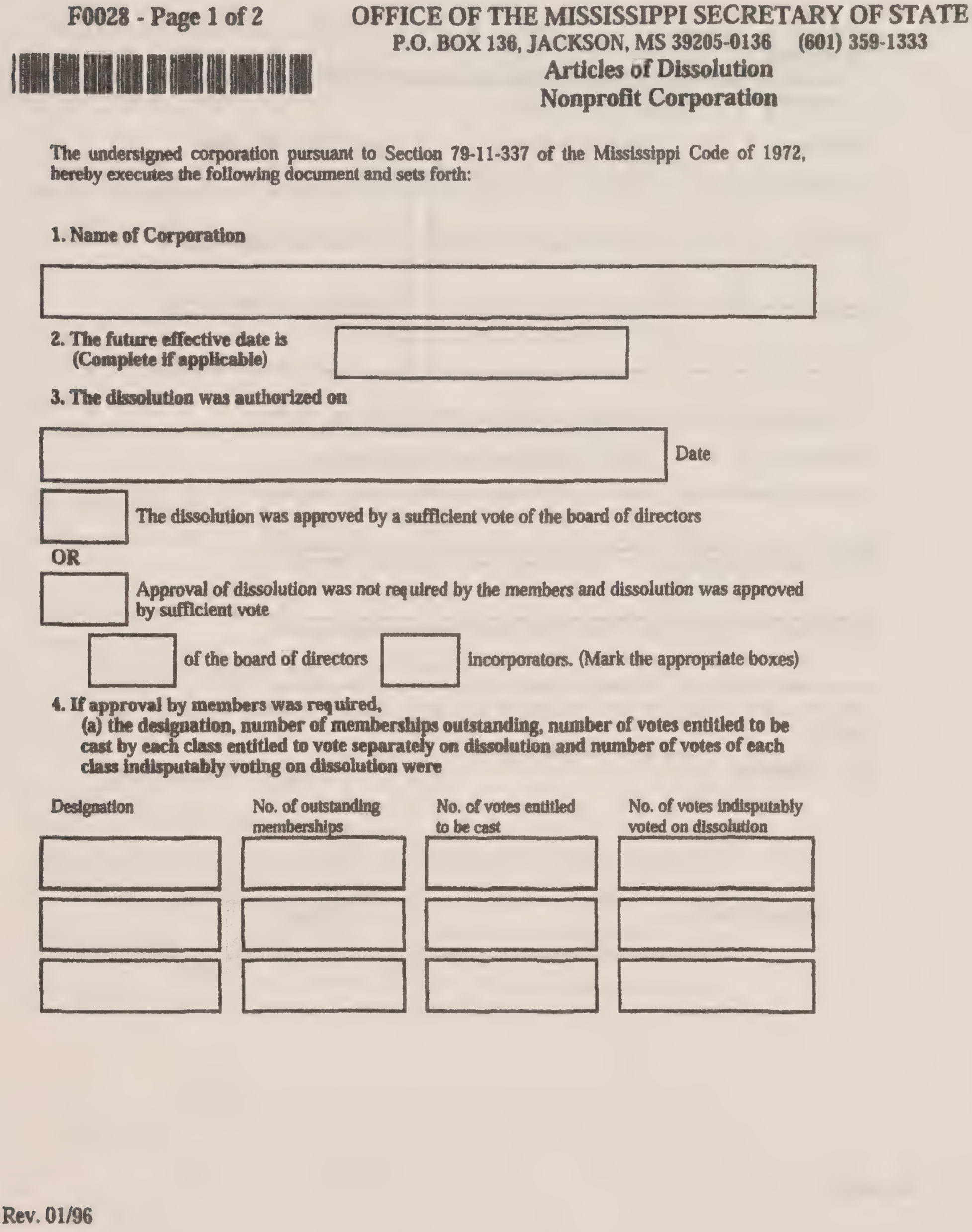
§ 1-42. Articles of Dissolution — Nonprofit Corporation — Form F0028.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Dissolution
Nonprofit Corporation

The undersigned corporation pursuant to Section 79-11-337 of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Name of Corporation

2. The future effective date is (Complete if applicable)

3. The dissolution was authorized on

Date

☐ The dissolution was approved by a sufficient vote of the board of directors

OR

☐ Approval of dissolution was not required by the members and dissolution was approved by sufficient vote

☐ of the board of directors ☐ incorporators. (Mark the appropriate boxes)

4. If approval by members was required,
(a) the designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on dissolution and number of votes of each class indisputably voting on dissolution were

Designation	No. of outstanding memberships	No. of votes entitled to be cast	No. of votes indisputably voted on dissolution

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Dissolution
Nonprofit Corporation

(b) EITHER
(i) the total number of votes cast for and against dissolution by each class entitled to vote separately on dissolution was

Voting class	Votes FOR dissolution	Votes AGAINST dissolution

OR
(ii) the total number of undisputed votes cast for dissolution by each class was

Voting class	Total no. of undisputed votes cast FOR dissolution

and the number of votes cast for dissolution by each voting class was sufficient for approval by that class.

By: Signature (Please keep writing within blocks)

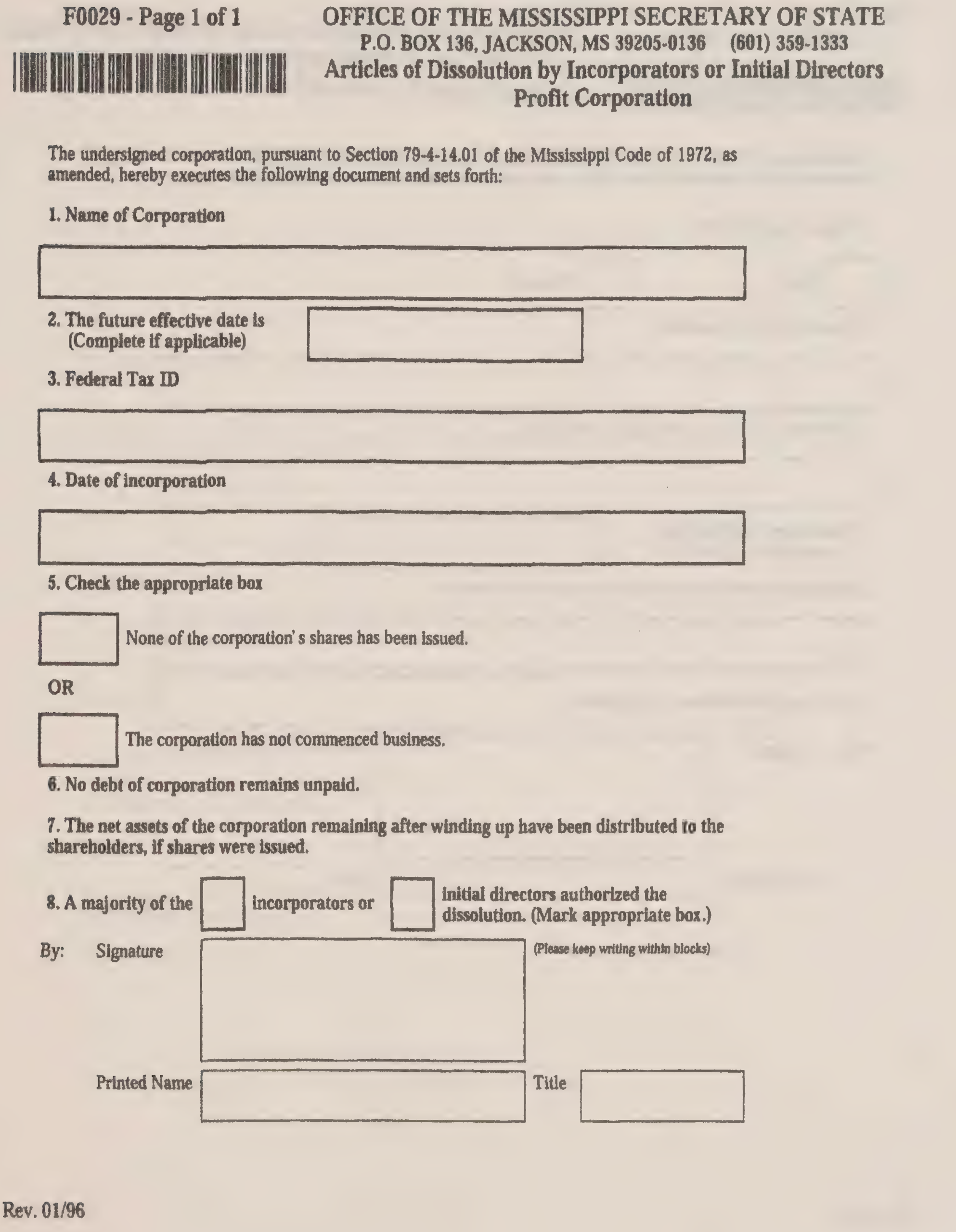
Printed Name

Title

Rev. 01/96

§ 1-43. Articles of Dissolution by Incorporators or Initial Directors — Profit Corporation — Form F0029.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0029 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Dissolution by Incorporators or Initial Directors
Profit Corporation

The undersigned corporation, pursuant to Section 79-4-14.01 of the Mississippi Code of 1972, as amended, hereby executes the following document and sets forth:

1. Name of Corporation

2. The future effective date is (Complete if applicable)

3. Federal Tax ID

4. Date of incorporation

5. Check the appropriate box

☐ None of the corporation' s shares has been issued.

OR

☐ The corporation has not commenced business.

6. No debt of corporation remains unpaid.

7. The net assets of the corporation remaining after winding up have been distributed to the shareholders, if shares were issued.

8. A majority of the ☐ incorporators or ☐ initial directors authorized the dissolution. (Mark appropriate box.)

By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-44. Application for Amended Certificate of Authority — Form F0030.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

F0030 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Amended Certificate of Authority

The undersigned, pursuant to Section 79-4-15.04 (if a profit corporation) or Section 79-11-369 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

☐ Profit ☐ Nonprofit

2. Name of the Corporation

3. The Name of the Corporation is changed to

4. The future effective date is (Complete if applicable)

5. The state or country of its incorporation is changed to

6. The period of duration is changed to

By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-45. Certificate of Change of Address of Registered Agent — Form F0034.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Mississippi Limited Partnership
Certificate of Change of Address of Registered Agent

1. Names of all Limited Partnerships represented by the registered agent

2. The address at which the registered agent has maintained his office for each of such Limited Partnerships

Address

City, State, ZIP5, ZIP4 -

3. The new address at which the registered agent will maintain for each of such Limited Partnerships recited above

Address

City, State, ZIP5, ZIP4 -

4. The effective date of change is

Registered Agent

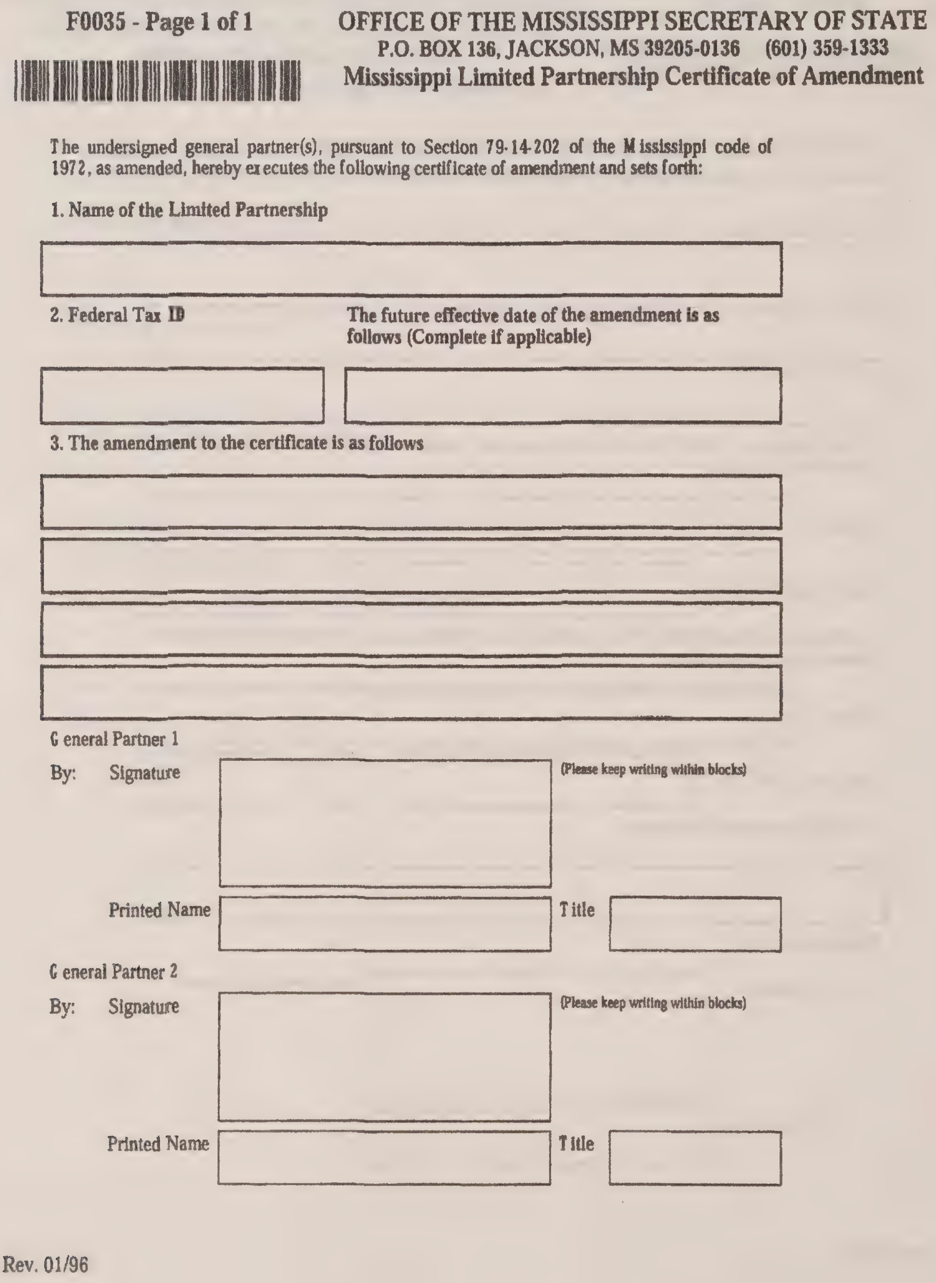
By: Signature (Please keep writing within blocks)

Printed Name

Rev. 01/96

§ 1-46. Mississippi Limited Partnership Certificate of Amendment — Form F0035.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Mississippi Limited Partnership Certificate of Amendment

The undersigned general partner(s), pursuant to Section 79-14-202 of the Mississippi code of 1972, as amended, hereby executes the following certificate of amendment and sets forth:

1. Name of the Limited Partnership

2. Federal Tax ID

The future effective date of the amendment is as follows (Complete if applicable)

3. The amendment to the certificate is as follows

General Partner 1

By: Signature (Please keep writing within blocks)

Printed Name Title

General Partner 2

By: Signature (Please keep writing within blocks)

Printed Name Title

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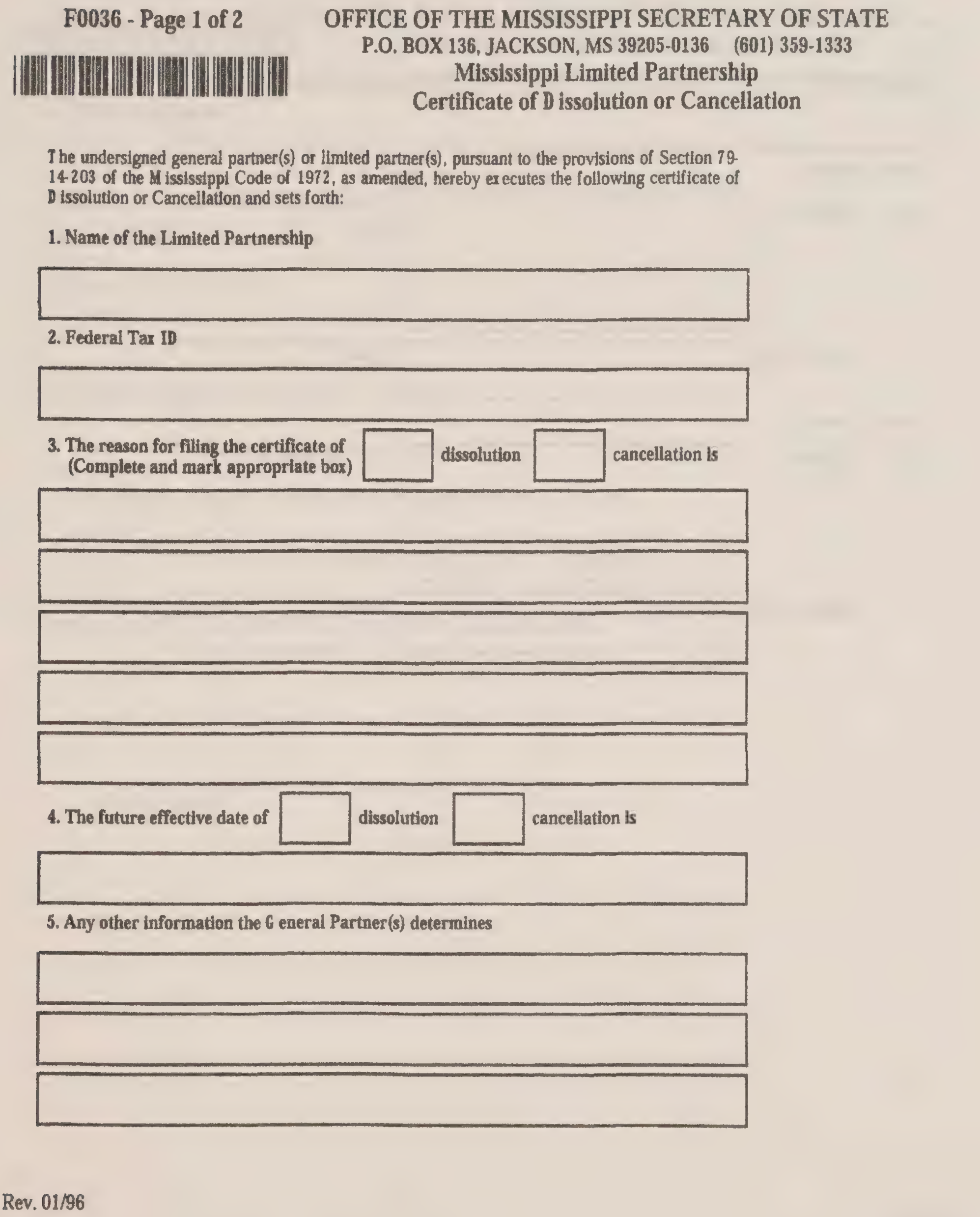
§ 1-47. Mississippi Limited Partnership Certificate of Dissolution or Cancellation — Form F0036.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0036 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Mississippi Limited Partnership
Certificate of Dissolution or Cancellation

The undersigned general partner(s) or limited partner(s), pursuant to the provisions of Section 79-14-203 of the Mississippi Code of 1972, as amended, hereby executes the following certificate of Dissolution or Cancellation and sets forth:

1. Name of the Limited Partnership

2. Federal Tax ID

3. The reason for filing the certificate of (Complete and mark appropriate box) ☐ dissolution ☐ cancellation is

4. The future effective date of ☐ dissolution ☐ cancellation is

5. Any other information the General Partner(s) determines

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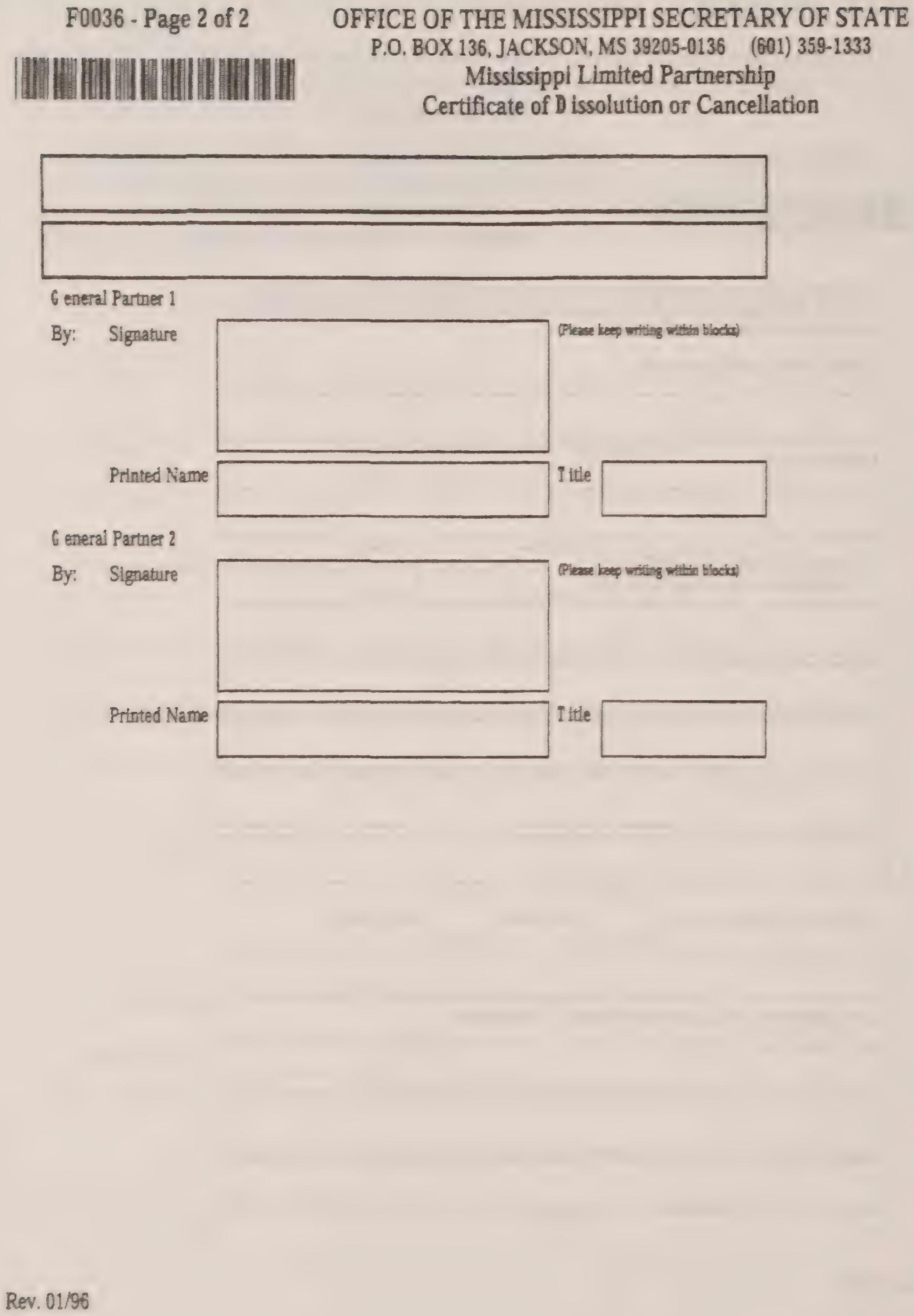

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Mississippi Limited Partnership
Certificate of Dissolution or Cancellation

General Partner 1

By: Signature (Please keep writing within blocks)

Printed Name Title

General Partner 2

By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-48. Statement of Resignation of Registered Agent — Form F0038.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Statement of Resignation of Registered Agent

1. Type of Corporation

☐ Profit ☐ Nonprofit

☐ Domestic ☐ Foreign

2. Name of the Corporation

☐

3. Federal Tax ID

☐

4. The undersigned hereby resigns as registered agent for above corporation.

5. ☐ **The registered office is also discontinued. (Mark box if applicable.)**

6. The agency appointment is terminated, and the registered office discontinued if so provided, on the 31st day after the date on which the statement was filed.

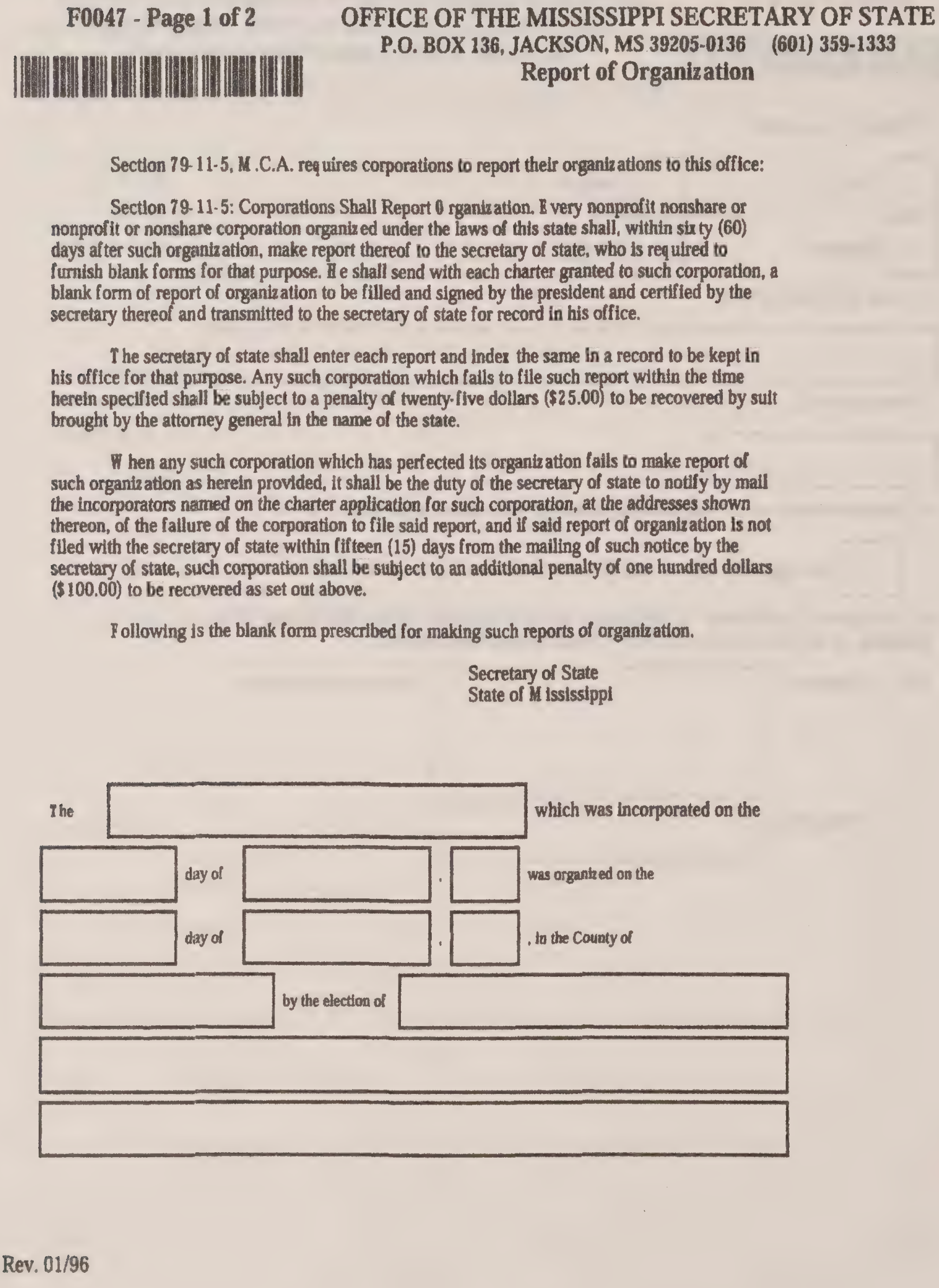
By: Signature ☐ (Please keep writing within blocks)

Printed Name ☐

Rev. 01/96

§ 1-49. Report of Organization — Form F0047.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Report of Organization

Section 79-11-5, M.C.A. requires corporations to report their organizations to this office:

Section 79-11-5: Corporations Shall Report Organization. Every nonprofit nonshare or nonprofit or nonshare corporation organized under the laws of this state shall, within sixty (60) days after such organization, make report thereof to the secretary of state, who is required to furnish blank forms for that purpose. He shall send with each charter granted to such corporation, a blank form of report of organization to be filled and signed by the president and certified by the secretary thereof and transmitted to the secretary of state for record in his office.

The secretary of state shall enter each report and index the same in a record to be kept in his office for that purpose. Any such corporation which fails to file such report within the time herein specified shall be subject to a penalty of twenty-five dollars ($25.00) to be recovered by suit brought by the attorney general in the name of the state.

When any such corporation which has perfected its organization fails to make report of such organization as herein provided, it shall be the duty of the secretary of state to notify by mail the incorporators named on the charter application for such corporation, at the addresses shown thereon, of the failure of the corporation to file said report, and if said report of organization is not filed with the secretary of state within fifteen (15) days from the mailing of such notice by the secretary of state, such corporation shall be subject to an additional penalty of one hundred dollars ($100.00) to be recovered as set out above.

Following is the blank form prescribed for making such reports of organization.

Secretary of State
State of Mississippi

The ☐ which was incorporated on the
☐ day of ☐ , ☐ was organized on the
☐ day of ☐ , ☐ , in the County of
☐ by the election of ☐
☐
☐

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Report of Organization

as Directors, and by the elections of the following officers to serve for

year to wit.

The post office address of the President is

The post office address of the Secretary is

I, who was elected President of the

on the day of , do hereby certify that the

foregoing report of organization of said company is correct and true.

By: Signature of President (Please keep writing within blocks)

Printed Name

ATTEST:

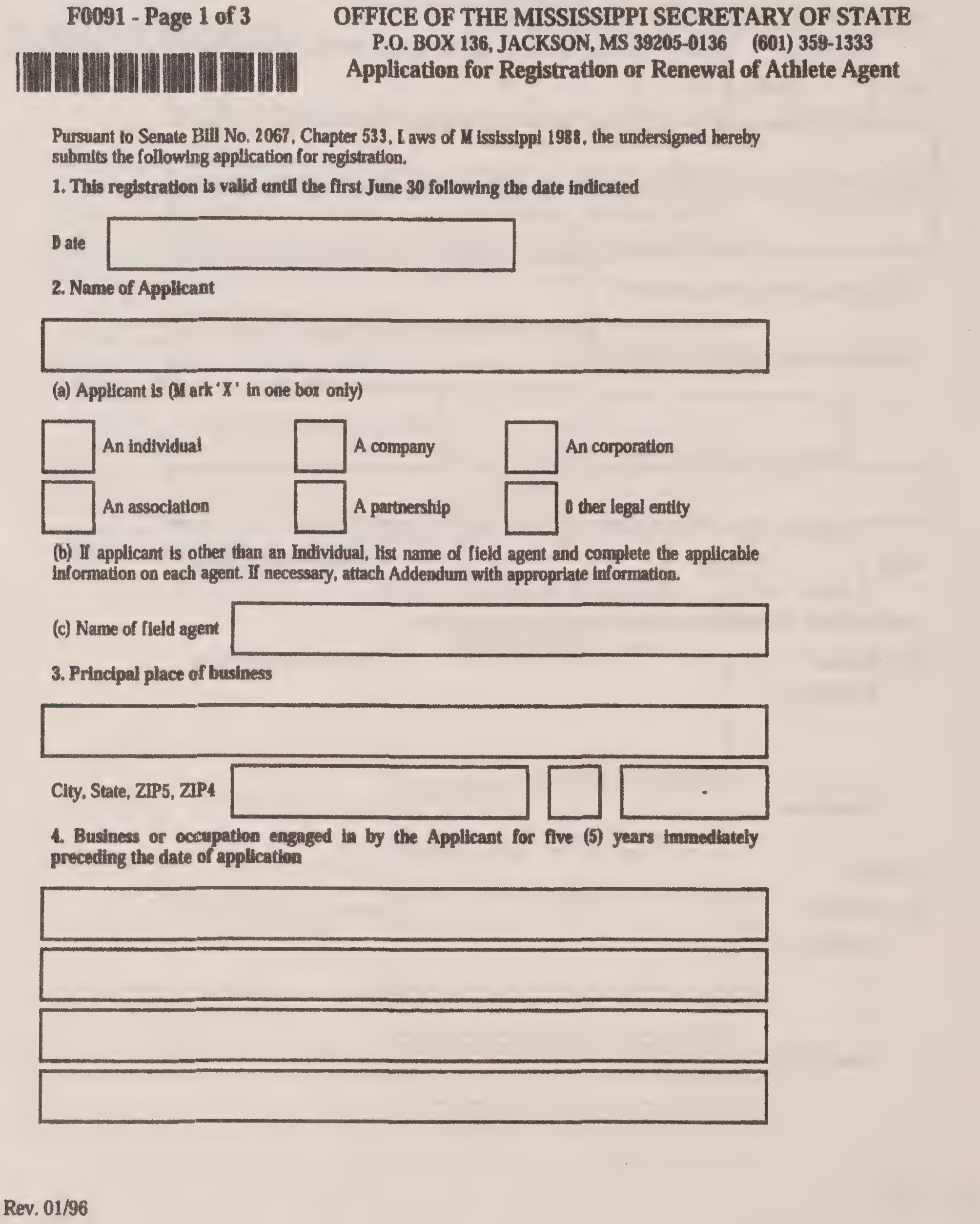
By: Signature of Secretary (Please keep writing within blocks)

Printed Name

Rev. 01/96

§ 1-50. Application for Registration or Renewal of Athlete Agent — Form F0091.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Registration or Renewal of Athlete Agent

Pursuant to Senate Bill No. 2067, Chapter 533, Laws of Mississippi 1988, the undersigned hereby submits the following application for registration.

1. This registration is valid until the first June 30 following the date indicated

Date

2. Name of Applicant

(a) Applicant is (Mark 'X' in one box only)

☐ An individual ☐ A company ☐ An corporation
☐ An association ☐ A partnership ☐ Other legal entity

(b) If applicant is other than an Individual, list name of field agent and complete the applicable information on each agent. If necessary, attach Addendum with appropriate information.

(c) Name of field agent

3. Principal place of business

City, State, ZIP5, ZIP4

4. Business or occupation engaged in by the Applicant for five (5) years immediately preceding the date of application

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Registration or Renewal of Athlete Agent

5. Names and addresses of three (3) character references

Name

Address

City, State, ZIP5, ZIP4

Name

Address

City, State, ZIP5, ZIP4

Name

Address

City, State, ZIP5, ZIP4

6. Names and addresses of all persons, except bona fide employees on state salaries, who are financially interested as partners, associations or profit sharers in the operation of the business of the athlete agent.

Name

Address

City, State, ZIP5, ZIP4

Name

Address

City, State, ZIP5, ZIP4

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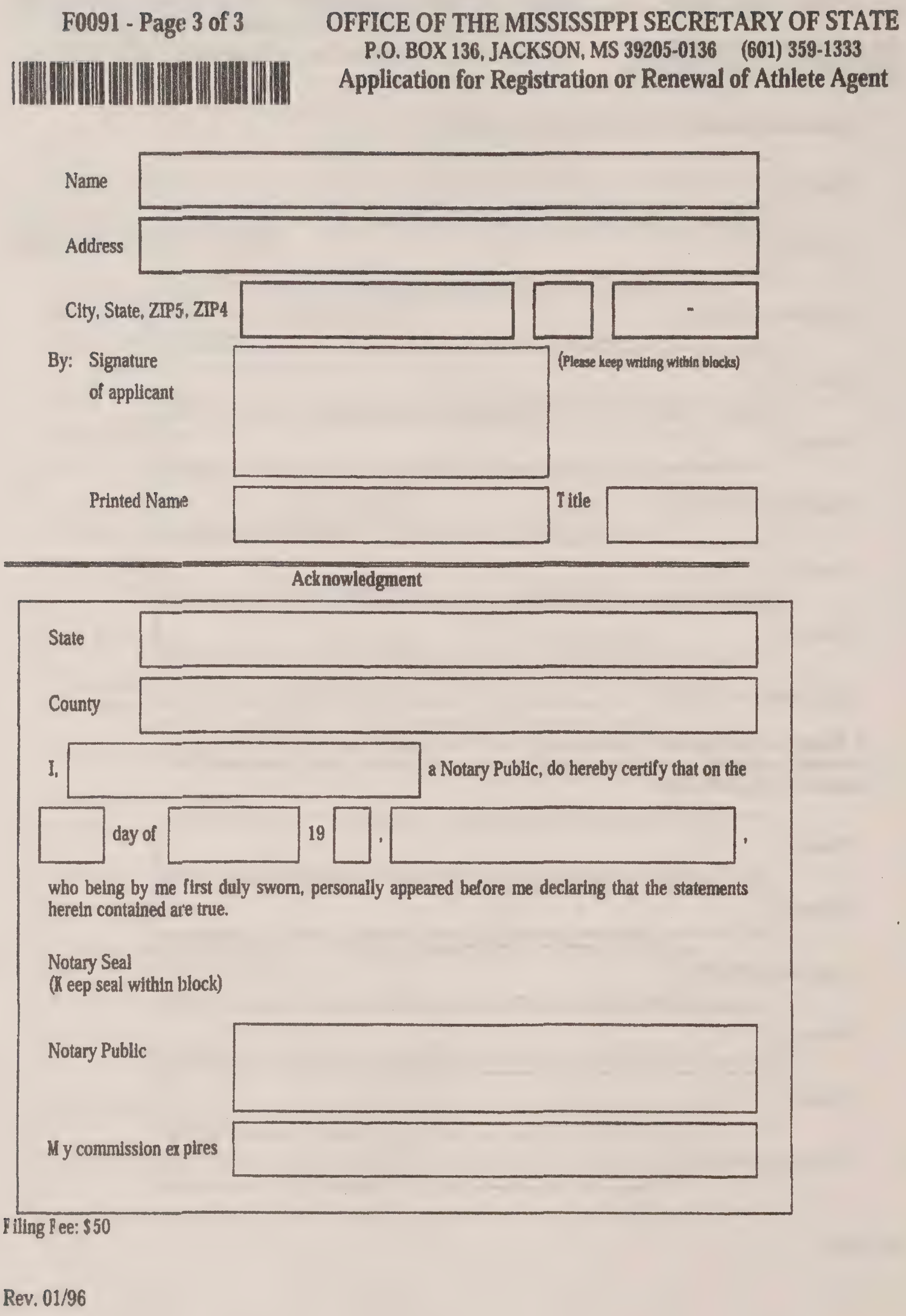


F0091 - Page 3 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Registration or Renewal of Athlete Agent

Name ☐

Address ☐

City, State, ZIP5, ZIP4 ☐ ☐ ☐ -

By: Signature of applicant ☐ (Please keep writing within blocks)

Printed Name ☐ Title ☐

Acknowledgment

State ☐

County ☐

I, ☐ a Notary Public, do hereby certify that on the ☐ day of ☐ 19 ☐, ☐,

who being by me first duly sworn, personally appeared before me declaring that the statements herein contained are true.

Notary Seal
(Keep seal within block)

Notary Public ☐

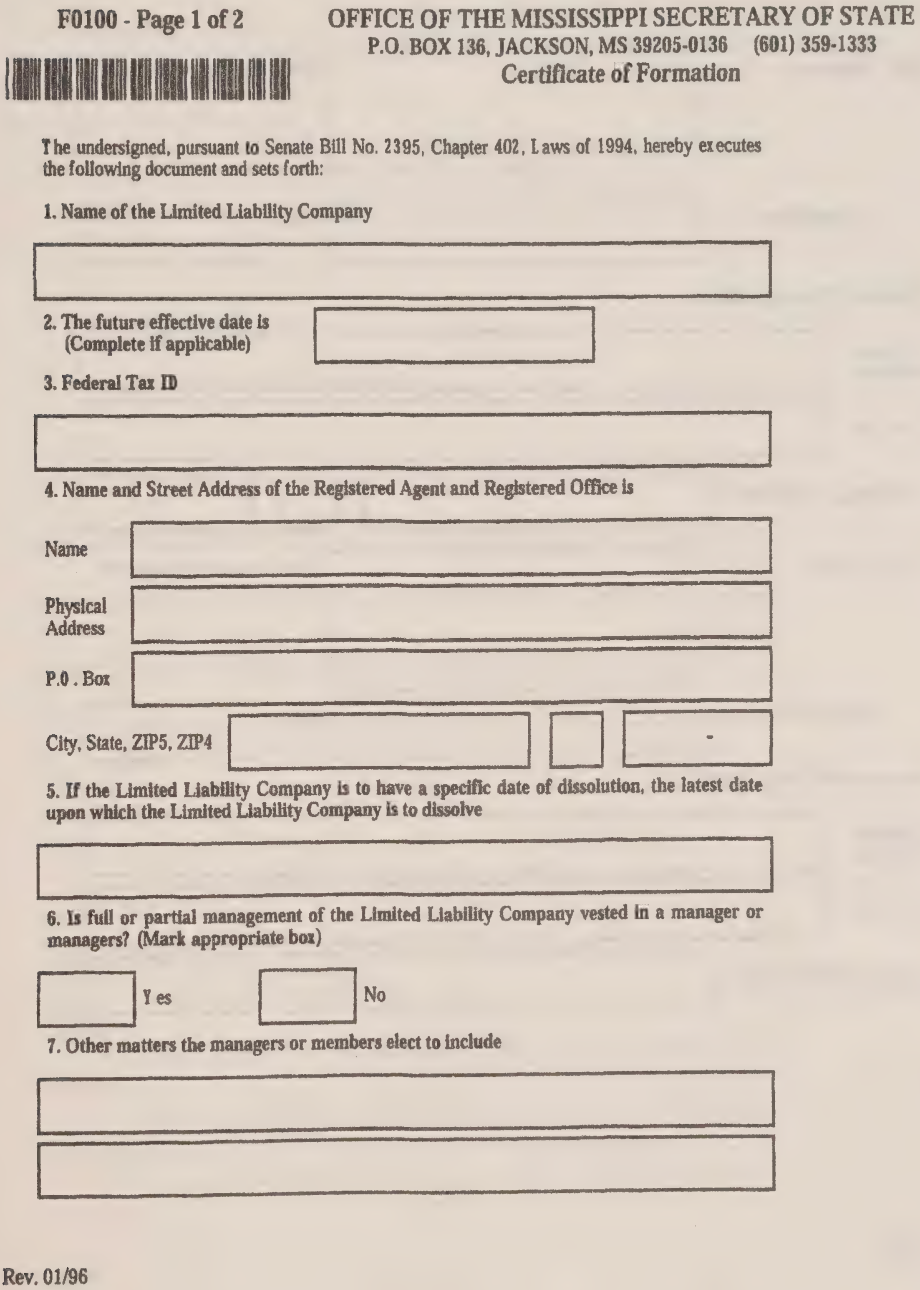
My commission expires ☐

Filing Fee: $50

Rev. 01/96

§ 1-51. Certificate of Formation — Form F0100.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0100 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Formation

The undersigned, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following document and sets forth:

1. Name of the Limited Liability Company

2. The future effective date is (Complete if applicable)

3. Federal Tax ID

4. Name and Street Address of the Registered Agent and Registered Office is

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

5. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which the Limited Liability Company is to dissolve

6. Is full or partial management of the Limited Liability Company vested in a manager or managers? (Mark appropriate box)

☐ Yes ☐ No

7. Other matters the managers or members elect to include

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OFFICE OF THE MISSISSIPPI SECRETARY OF STAT
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Certificate of Formation

By: Signature (Please keep writing within blocks)

Printed Name

Title

Street and Mailing Address

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

By: Signature (Please keep writing within blocks)

Printed Name

Title

Street and Mailing Address

Physical Address

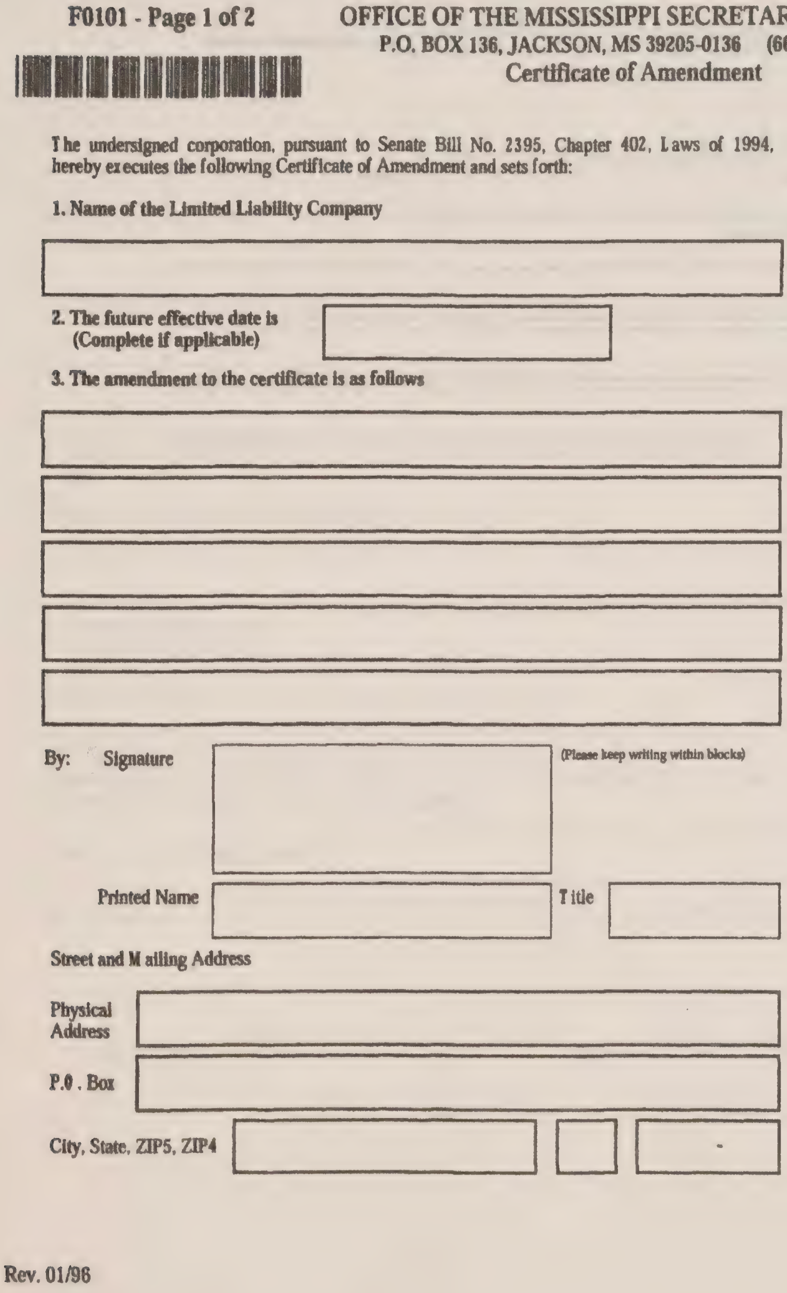
P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

§ 1-52. Certificate of Amendment — Form F0101.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0101 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Amendment

The undersigned corporation, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following Certificate of Amendment and sets forth:

1. Name of the Limited Liability Company

2. The future effective date is (Complete if applicable)

3. The amendment to the certificate is as follows

By: Signature (Please keep writing within blocks)

Printed Name

Title

Street and Mailing Address

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

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F0101 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Amendment

By: Signature (Please keep writing within blocks)

Printed Name Title

Street and Mailing Address

Physical Address

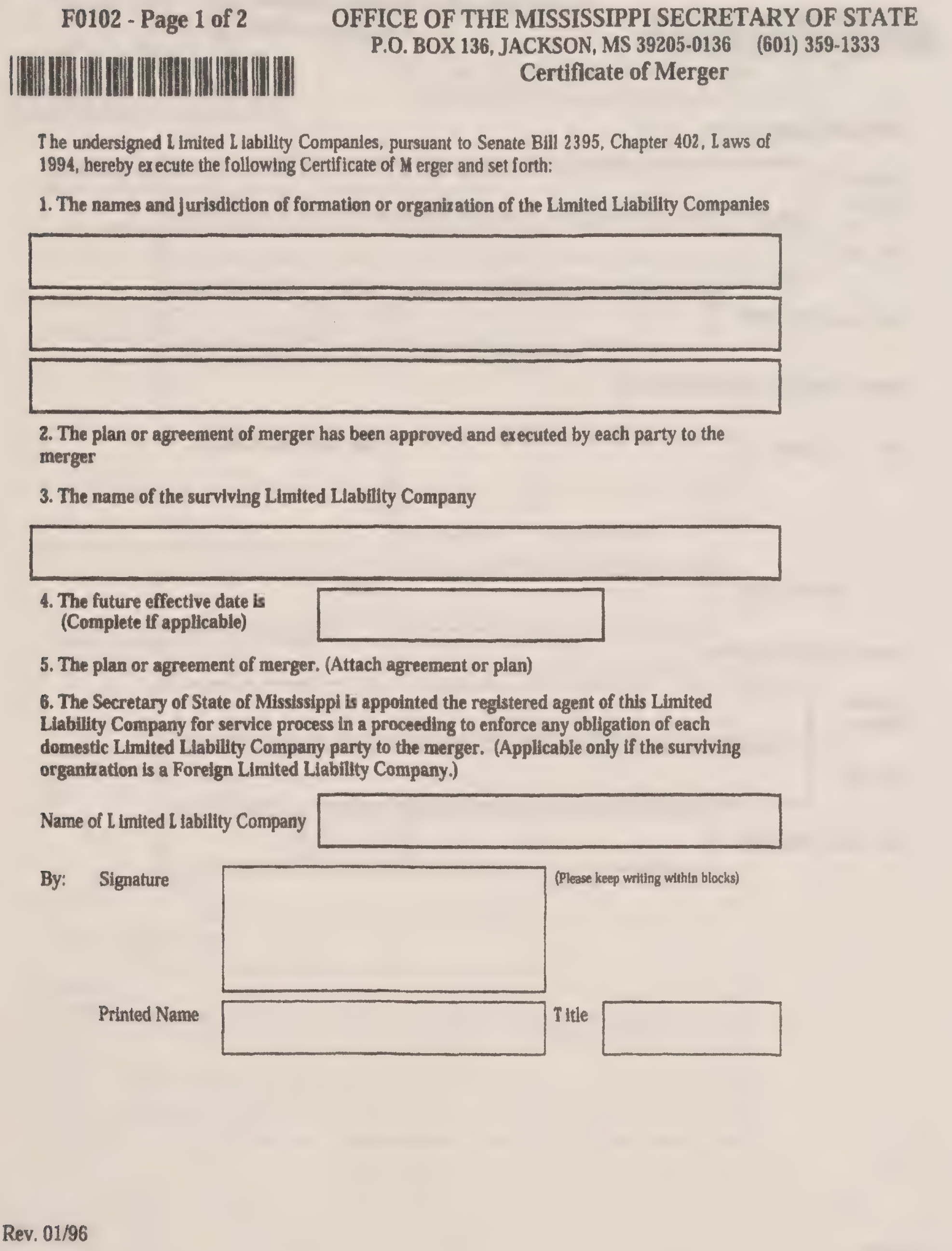
P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

§ 1-53. Certificate of Merger — Form F0102.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0102 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Merger

The undersigned Limited Liability Companies, pursuant to Senate Bill 2395, Chapter 402, Laws of 1994, hereby execute the following Certificate of Merger and set forth:

1. The names and jurisdiction of formation or organization of the Limited Liability Companies

2. The plan or agreement of merger has been approved and executed by each party to the merger

3. The name of the surviving Limited Liability Company

4. The future effective date is (Complete if applicable)

5. The plan or agreement of merger. (Attach agreement or plan)

6. The Secretary of State of Mississippi is appointed the registered agent of this Limited Liability Company for service process in a proceeding to enforce any obligation of each domestic Limited Liability Company party to the merger. (Applicable only if the surviving organization is a Foreign Limited Liability Company.)

Name of Limited Liability Company

By: Signature (Please keep writing within blocks)

Printed Name

Title

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Certificate of Merger

Street and Mailing Address

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

Name of Limited Liability Company

By: Signature (Please keep writing within blocks)

Printed Name Title

Street and Mailing Address

Physical Address

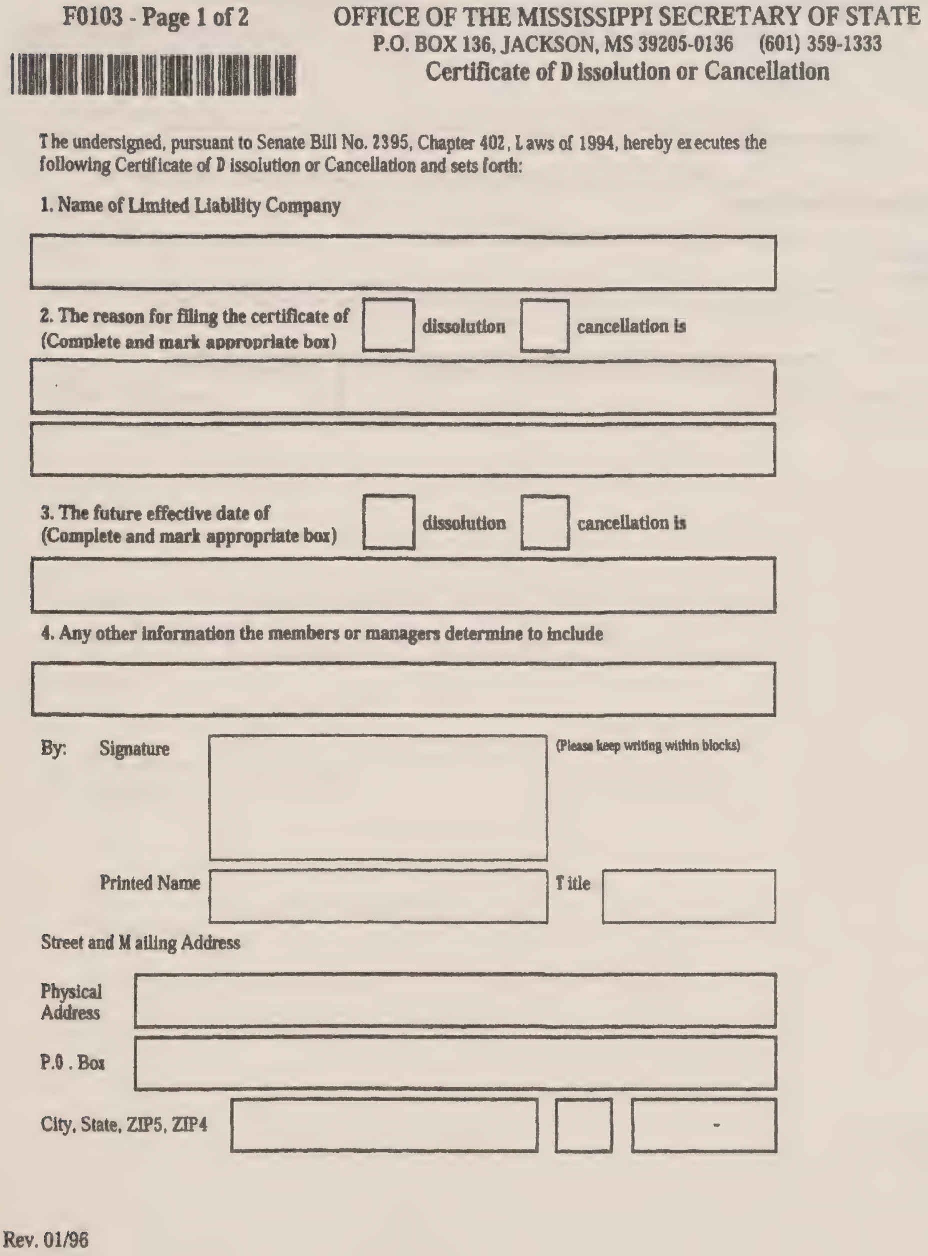
P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

§ 1-54. Certificate of Dissolution or Cancellation — Form F0103.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0103 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Dissolution or Cancellation

The undersigned, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following Certificate of Dissolution or Cancellation and sets forth:

1. Name of Limited Liability Company

2. The reason for filing the certificate of (Complete and mark appropriate box) ☐ dissolution ☐ cancellation is

3. The future effective date of (Complete and mark appropriate box) ☐ dissolution ☐ cancellation is

4. Any other information the members or managers determine to include

By: Signature (Please keep writing within blocks)

Printed Name Title

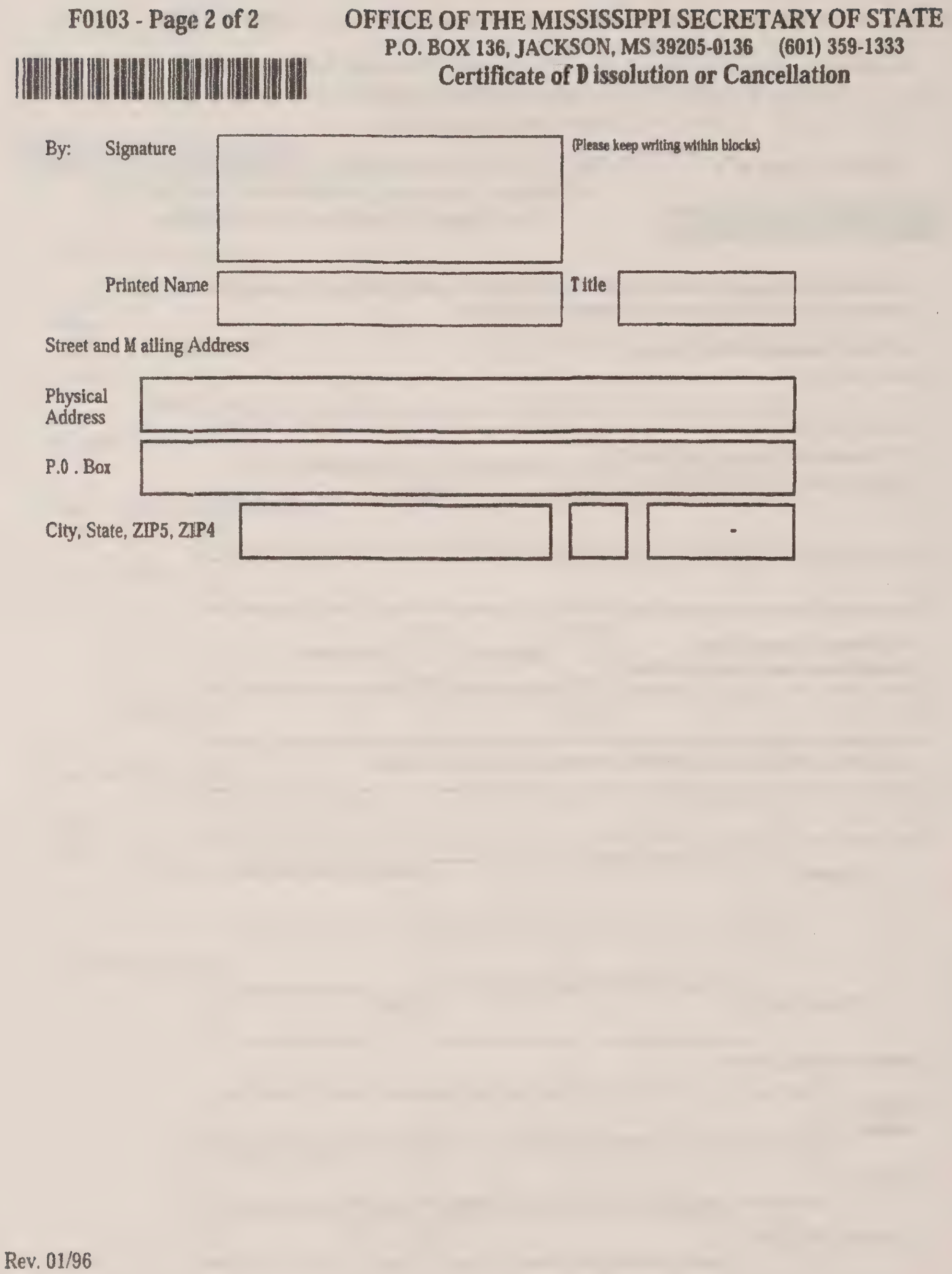
Street and Mailing Address

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96



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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Dissolution or Cancellation

By: Signature (Please keep writing within blocks)

Printed Name Title

Street and Mailing Address

Physical Address

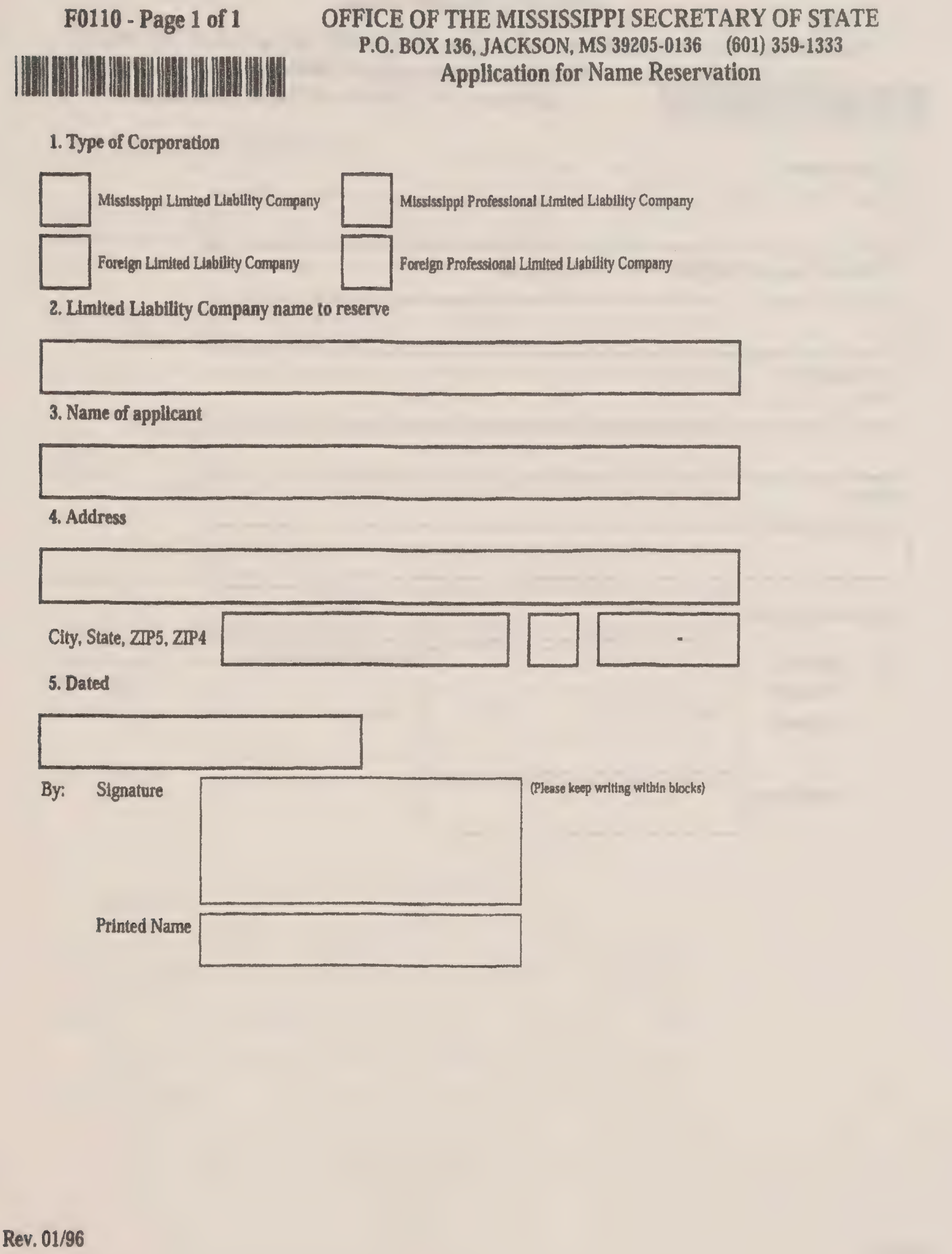
P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

§ 1-55. Application for Name Reservation — Form F0110.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0110 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Name Reservation

1. Type of Corporation

☐ Mississippi Limited Liability Company ☐ Mississippi Professional Limited Liability Company

☐ Foreign Limited Liability Company ☐ Foreign Professional Limited Liability Company

2. Limited Liability Company name to reserve

3. Name of applicant

4. Address

City, State, ZIP5, ZIP4 -

5. Dated

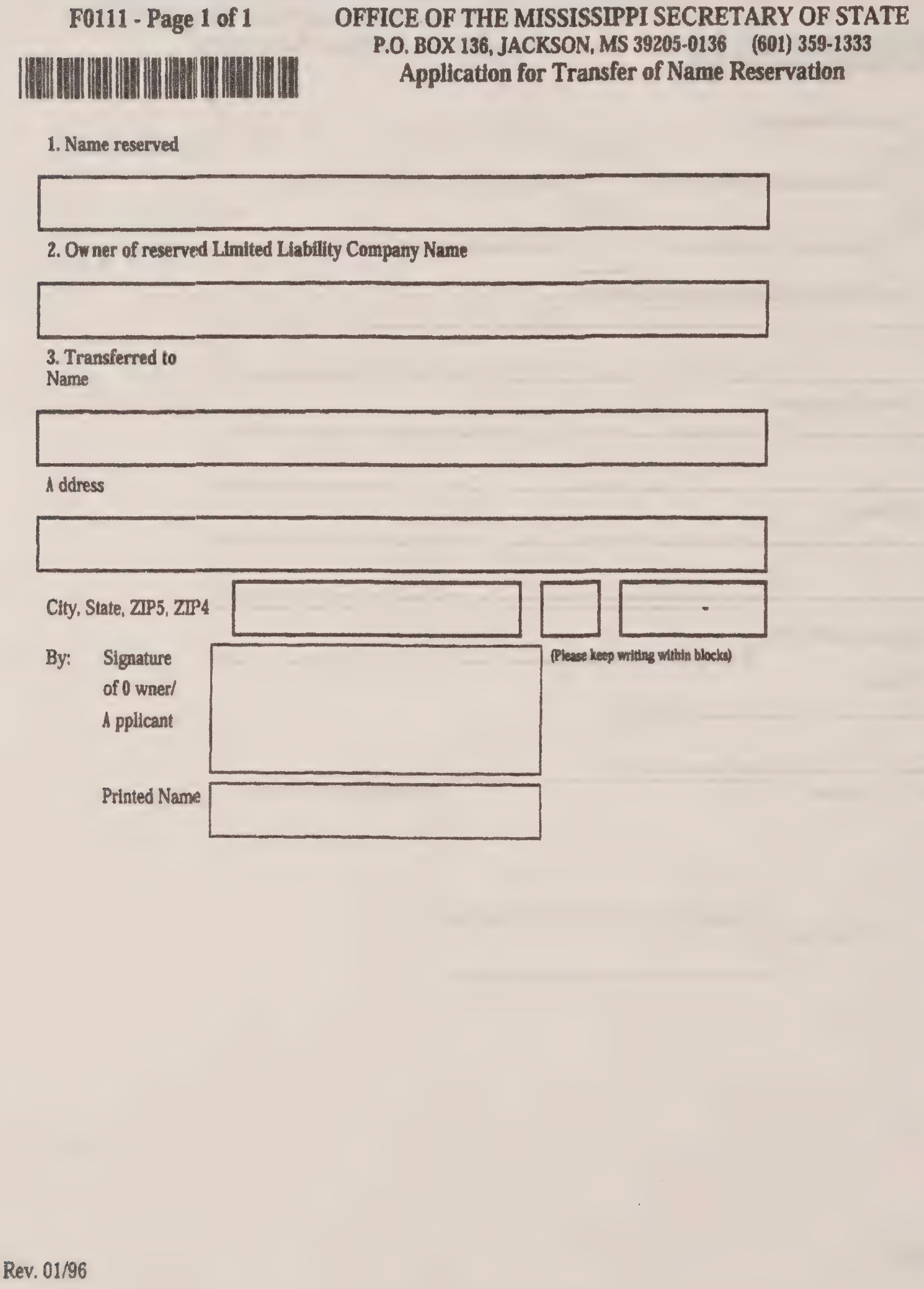
By: Signature (Please keep writing within blocks)

Printed Name

Rev. 01/96

§ 1-56. Application for Transfer of Name Reservation — Form F0111.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0111 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Transfer of Name Reservation

1. Name reserved

2. Owner of reserved Limited Liability Company Name

3. Transferred to
Name

Address

City, State, ZIP5, ZIP4 -

(Please keep writing within blocks)

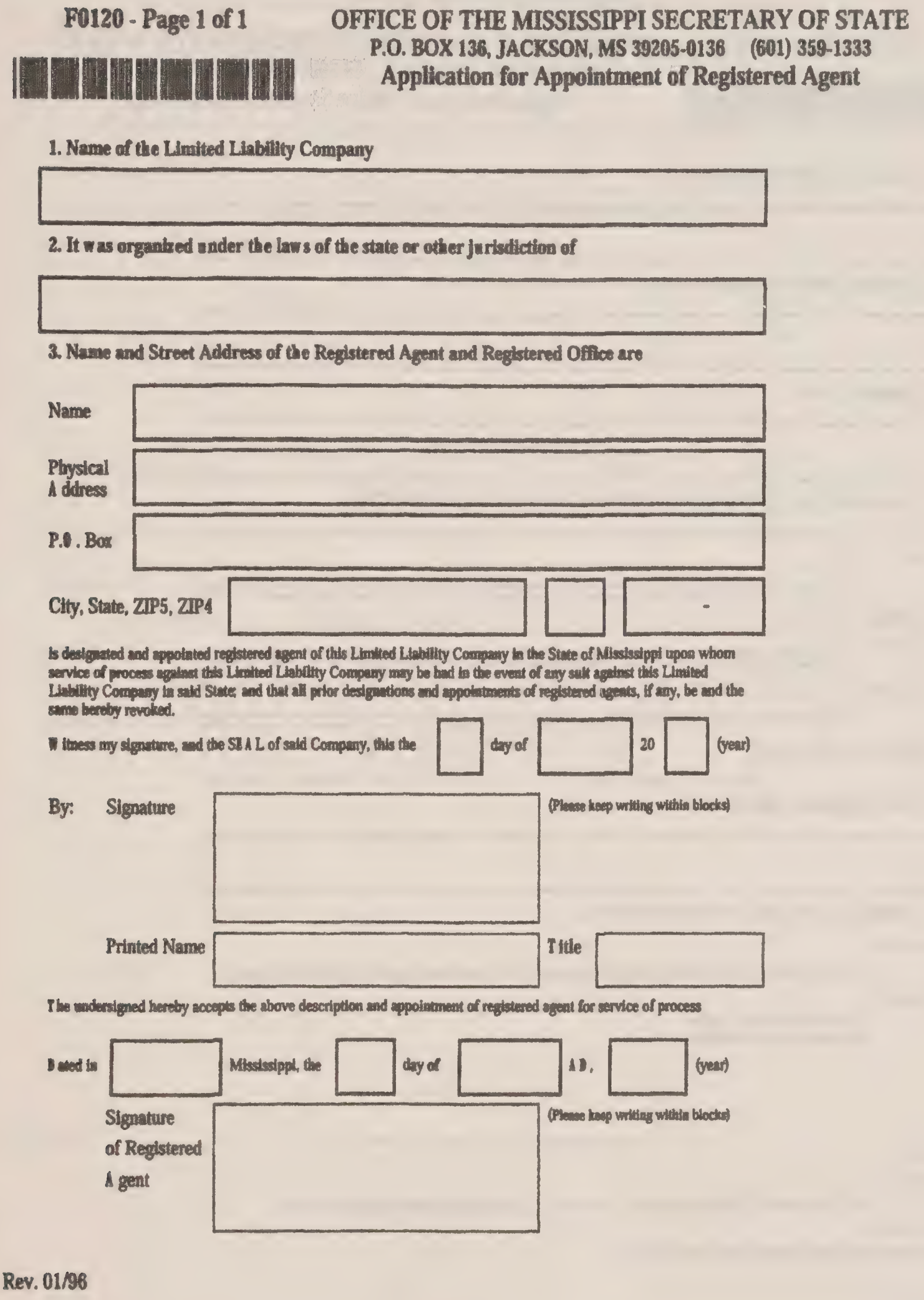
By: Signature of Owner/Applicant

Printed Name

Rev. 01/96

§ 1-57. Application for Appointment of Registered Agent — Form F0120.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0120 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Appointment of Registered Agent

1. Name of the Limited Liability Company

2. It was organized under the laws of the state or other jurisdiction of

3. Name and Street Address of the Registered Agent and Registered Office are

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

is designated and appointed registered agent of this Limited Liability Company in the State of Mississippi upon whom service of process against this Limited Liability Company may be had in the event of any suit against this Limited Liability Company in said State; and that all prior designations and appointments of registered agents, if any, be and the same hereby revoked.

Witness my signature, and the SEAL of said Company, this the day of 20 (year)

By: Signature (Please keep writing within blocks)

Printed Name Title

The undersigned hereby accepts the above description and appointment of registered agent for service of process

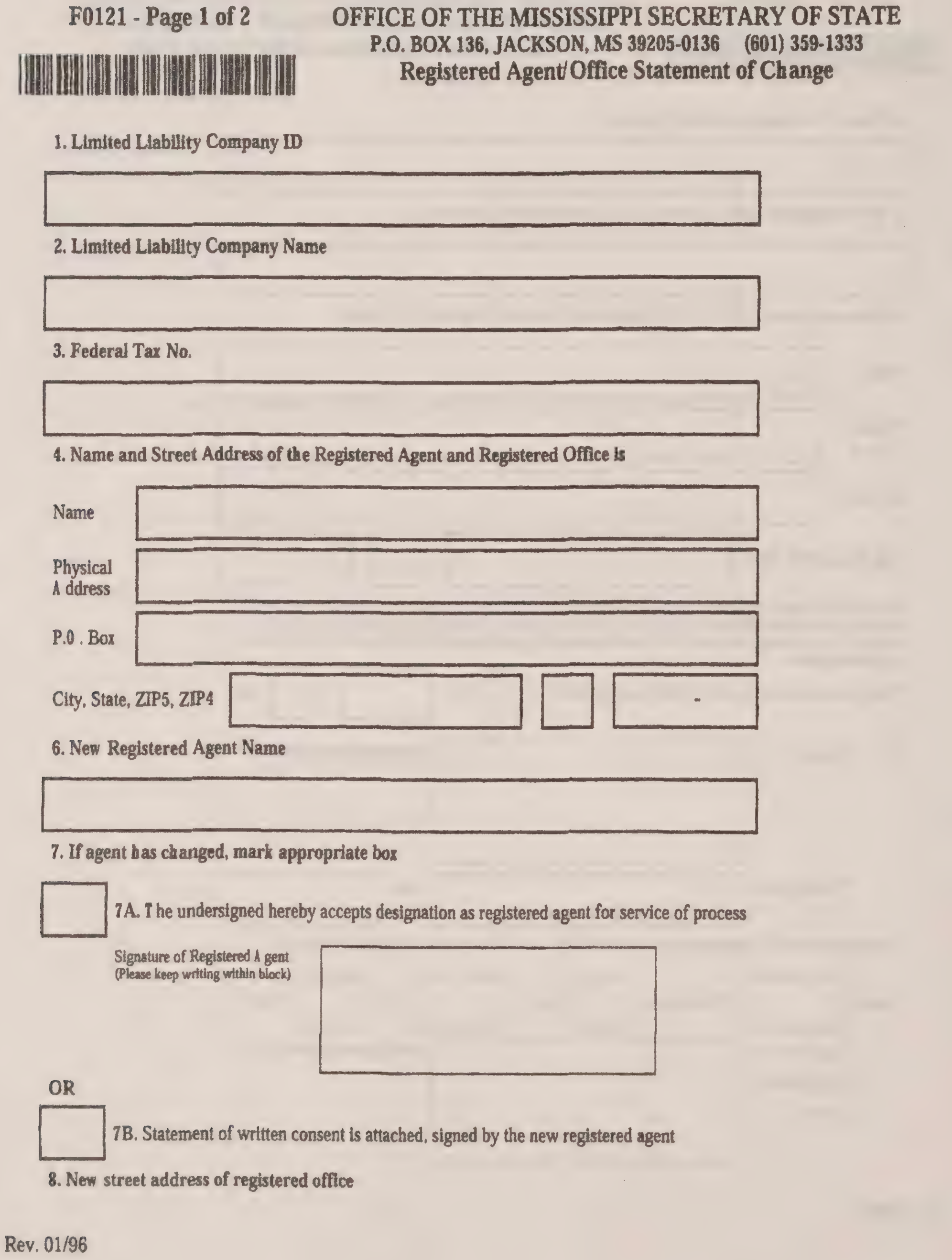
Dated in Mississippi, the day of A.D., (year)

Signature of Registered Agent (Please keep writing within blocks)

Rev. 01/96

§ 1-58. Registered Agent/Office Statement of Change — Form F0121.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0121 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Registered Agent/Office Statement of Change

1. Limited Liability Company ID

2. Limited Liability Company Name

3. Federal Tax No.

4. Name and Street Address of the Registered Agent and Registered Office is

Name
Physical Address
P.O. Box
City, State, ZIP5, ZIP4 -

6. New Registered Agent Name

7. If agent has changed, mark appropriate box

☐ 7A. The undersigned hereby accepts designation as registered agent for service of process

Signature of Registered Agent
(Please keep writing within block)

OR

☐ 7B. Statement of written consent is attached, signed by the new registered agent

8. New street address of registered office

Rev. 01/96

F0121 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Registered Agent/Office Statement of Change

Physical Address ☐

P.O. Box ☐

City, State, ZIP5, ZIP4 ☐ ☐ ☐ -

9. The Limited Liability Company has been notified of the change of registered office

☐ Yes ☐ No

By: Signature ☐ (Please keep writing within blocks)

Printed Name ☐ Title ☐

Street and Mailing Address

Physical Address ☐

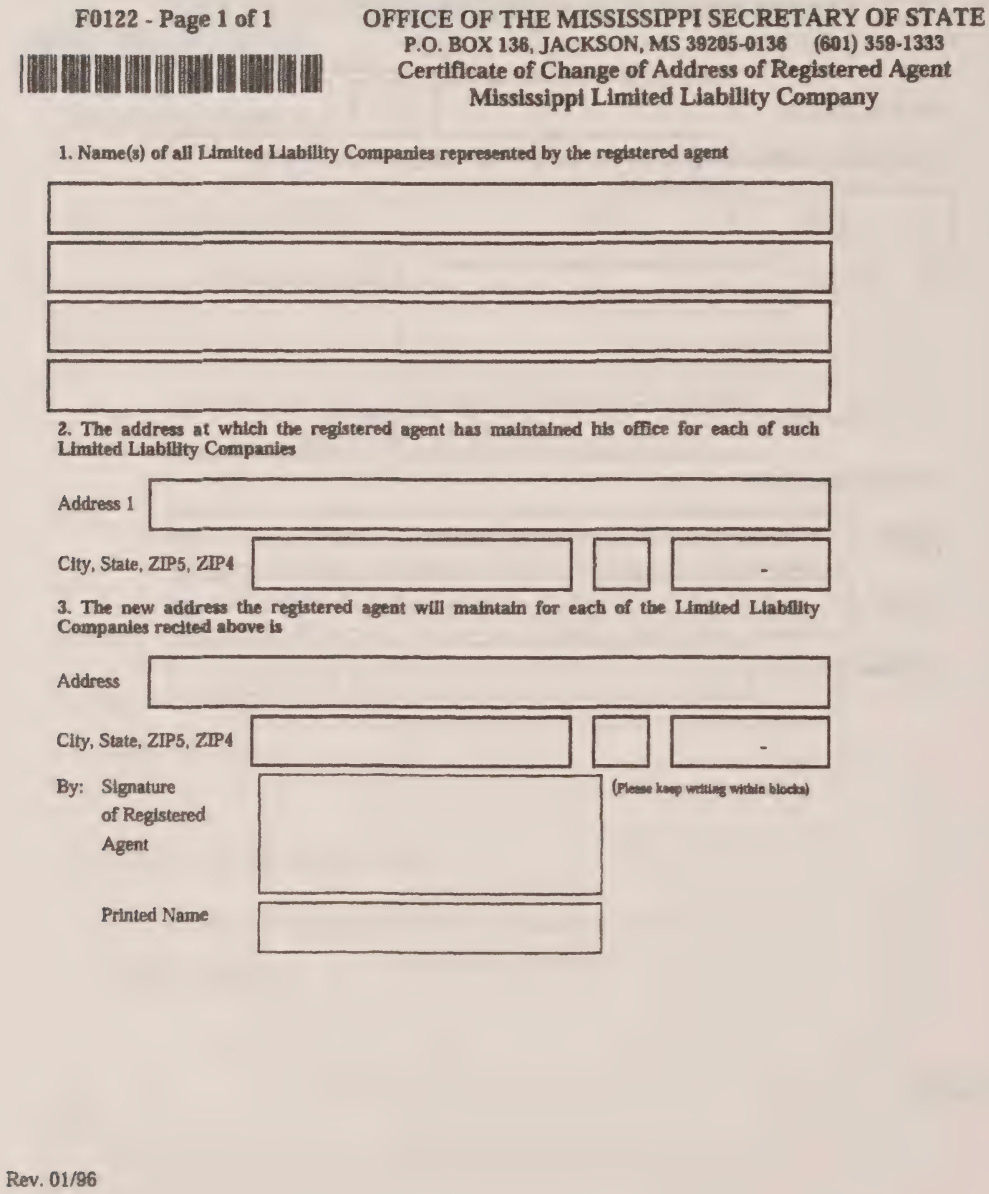
P.O. Box ☐

City, State, ZIP5, ZIP4 ☐ ☐ ☐ -

Rev. 01/96

§ 1-59. Certificate of Change of Address of Registered Agent — Mississippi Limited Liability Company — Form F0122.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0122 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Change of Address of Registered Agent
Mississippi Limited Liability Company

1. Name(s) of all Limited Liability Companies represented by the registered agent

2. The address at which the registered agent has maintained his office for each of such Limited Liability Companies

Address 1

City, State, ZIP5, ZIP4 -

3. The new address the registered agent will maintain for each of the Limited Liability Companies recited above is

Address

City, State, ZIP5, ZIP4 -

By: Signature of Registered Agent

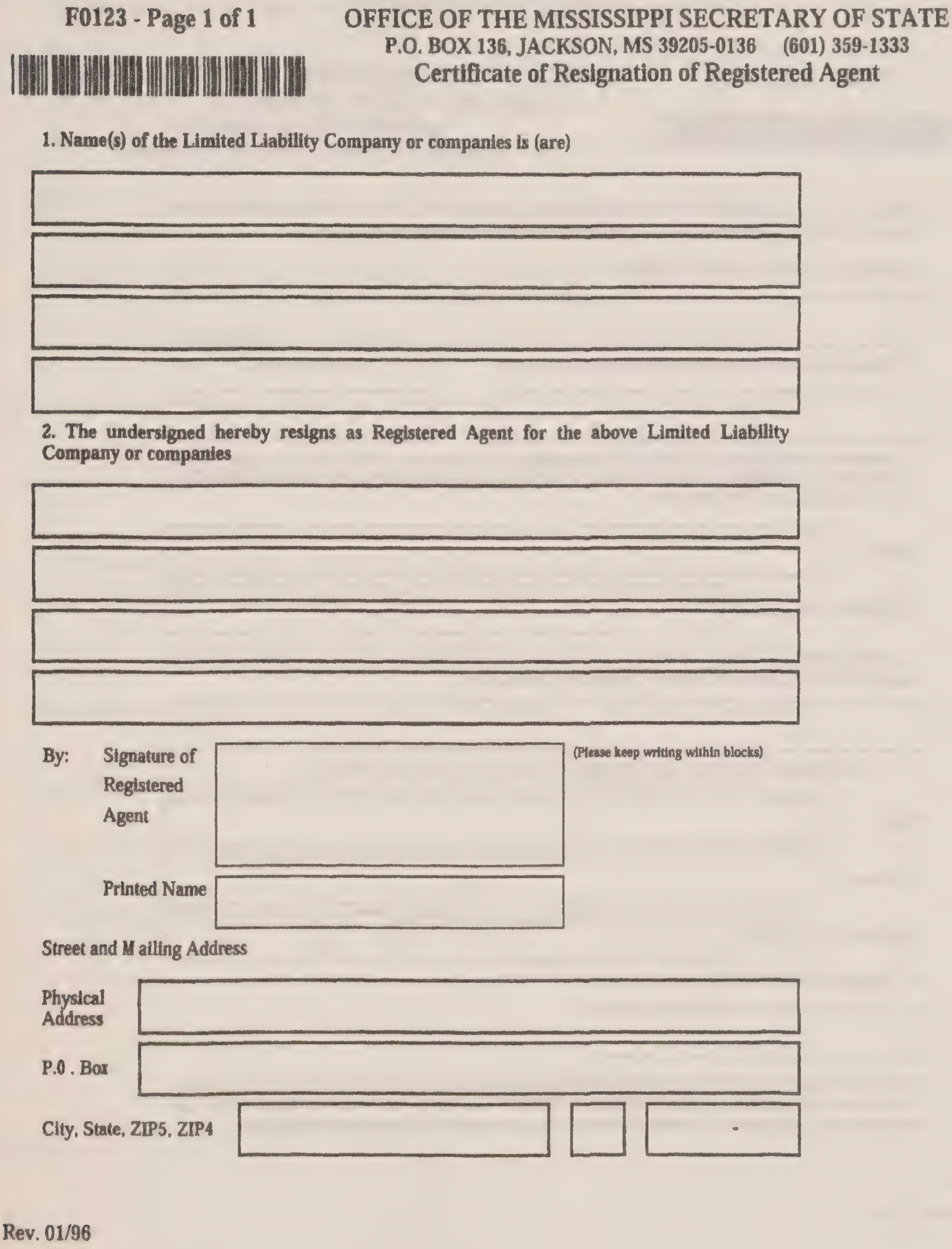
(Please keep writing within blocks)

Printed Name

Rev. 01/96

§ 1-60. Certificate of Resignation of Registered Agent — Form F0123.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0123 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Resignation of Registered Agent

1. Name(s) of the Limited Liability Company or companies is (are)

2. The undersigned hereby resigns as Registered Agent for the above Limited Liability Company or companies

By: Signature of Registered Agent

(Please keep writing within blocks)

Printed Name

Street and Mailing Address

Physical Address

P.0 . Box

City, State, ZIP5, ZIP4

Rev. 01/96

§ 1-61. Application for Registration of Foreign Limited Liability Company — Form F0200.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

F0200 - Page 1 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Registration
of Foreign Limited Liability Company

Pursuant to the provisions of House Bill No. 524, Chapter 362, Laws of 1995, the undersigned Limited Liability Company applies for registration to transact business as follows:

1. Name of Limited Liability Company

2. Organized under laws of the jurisdiction or state of **Date Organized**

3. Address of the office required to be maintained in the state or jurisdiction of organization by the laws of that state or jurisdiction or, if not required, the address of the principal office of the Limited Liability Company

Address

City, State, ZIP5, ZIP4 -

4. If the Limited Liability Company is to have a specific date of dissolution, the latest date upon which this Limited Liability Company is to dissolve

5. Name and Street Address of the Registered Agent and Registered Office is

Name

Address

City, State, ZIP5, ZIP4 -

6. Telephone No. of the Registered Agent

7. The Secretary of State is appointed the Registered Agent of this limited liability company for services of process if the Registered Agent's authority has been revoked or if the Registered Agent cannot be found or served with the exercise of responsible diligence.

Rev. 02/96

F0200 - Page 2 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Registration
of Foreign Limited Liability Company

8. Is management of the Limited Liability Company vested in a manager or managers?

Yes ☐ No ☐

9. Any restrictions or limitations are as follows

10. Other matters the Foreign Limited Liability Company determines to include

Rev. 02/96

F0200 - Page 3 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STA
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Registration of Foreign Limited Liability Company

11. Name elected to use in Mississippi

By: Signature (Please keep writing within blocks)

Printed Name Title

Street and Mailing Address

Physical Address

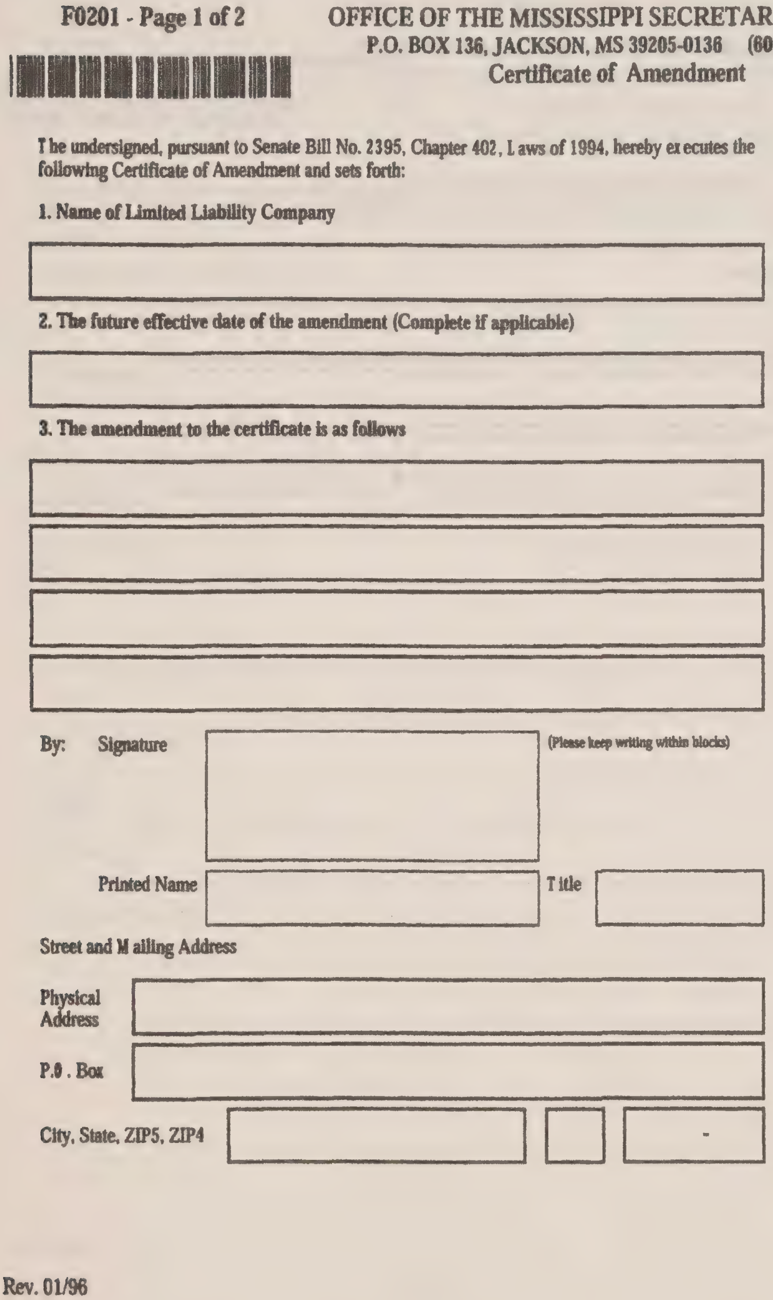
P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 02/96

§ 1-62. Certificate of Amendment — Form F0201.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0201 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Amendment

The undersigned, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following Certificate of Amendment and sets forth:

1. Name of Limited Liability Company

2. The future effective date of the amendment (Complete if applicable)

3. The amendment to the certificate is as follows

By: Signature (Please keep writing within blocks)

Printed Name Title

Street and Mailing Address

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

F0201 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Amendment

By: Signature (Please keep writing within blocks)

Printed Name Title

Street and Mailing Address

Physical Address

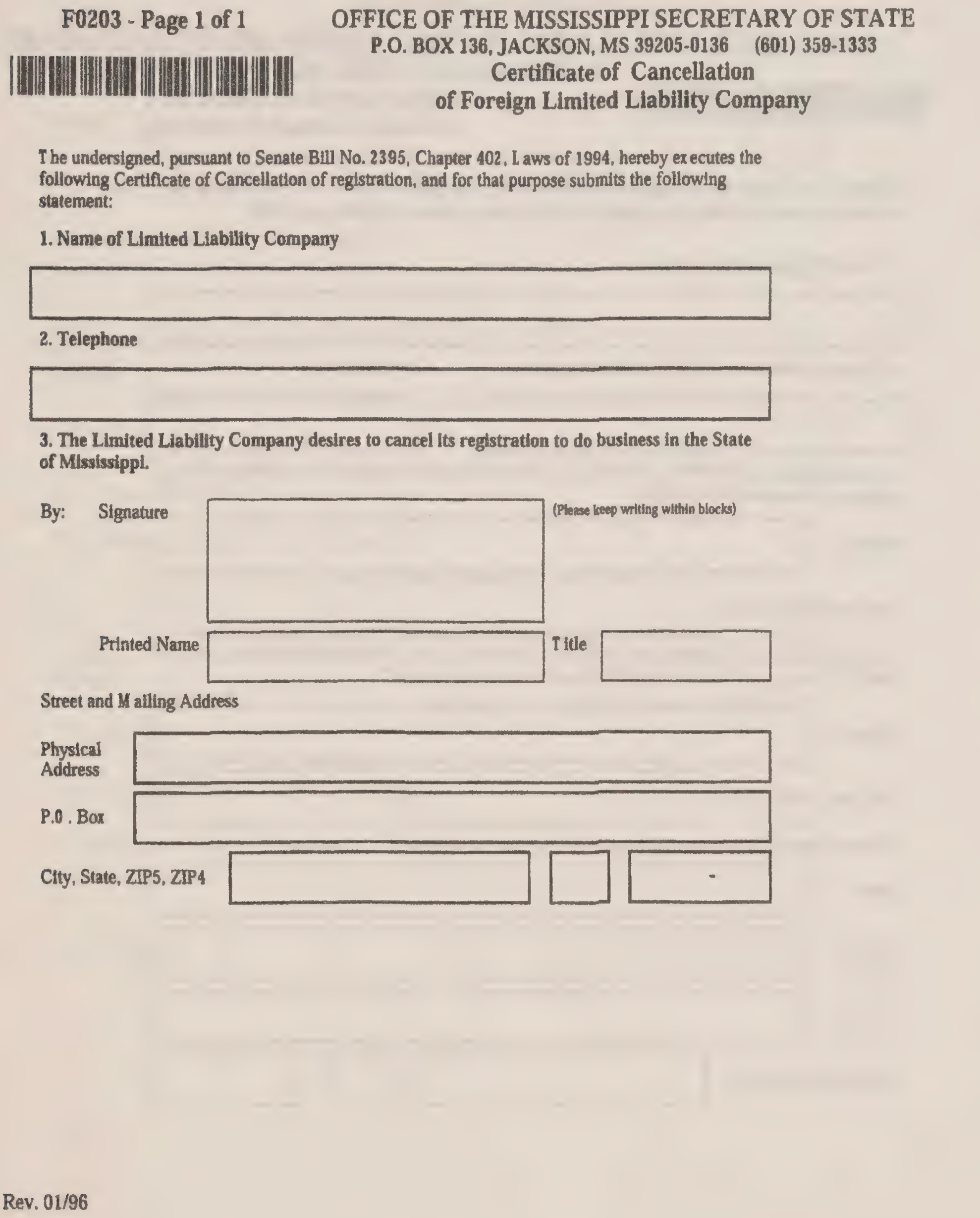
P.O . Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

§ 1-63. Certificate of Cancellation of Foreign Limited Liability Company — Form F0203.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0203 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Cancellation
of Foreign Limited Liability Company

The undersigned, pursuant to Senate Bill No. 2395, Chapter 402, Laws of 1994, hereby executes the following Certificate of Cancellation of registration, and for that purpose submits the following statement:

1. Name of Limited Liability Company

2. Telephone

3. The Limited Liability Company desires to cancel its registration to do business in the State of Mississippi.

By: Signature (Please keep writing within blocks)

Printed Name Title

Street and Mailing Address

Physical Address

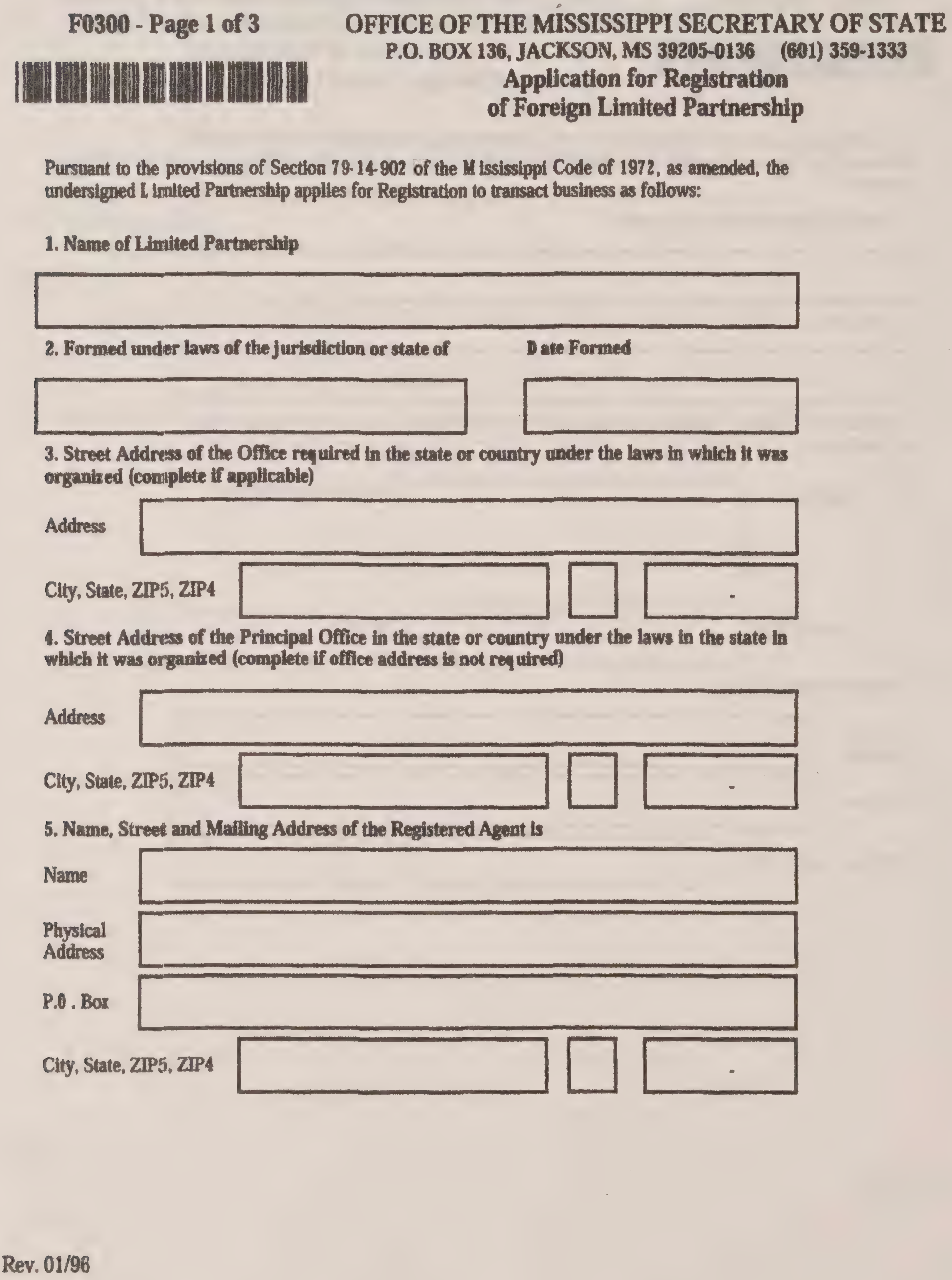
P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

§ 1-64. Application for Registration of Foreign Limited Partnership — Form F0300.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0300 - Page 1 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Registration
of Foreign Limited Partnership

Pursuant to the provisions of Section 79-14-902 of the Mississippi Code of 1972, as amended, the undersigned Limited Partnership applies for Registration to transact business as follows:

1. Name of Limited Partnership

2. Formed under laws of the jurisdiction or state of **Date Formed**

3. Street Address of the Office required in the state or country under the laws in which it was organized (complete if applicable)

Address

City, State, ZIP5, ZIP4 -

4. Street Address of the Principal Office in the state or country under the laws in the state in which it was organized (complete if office address is not required)

Address

City, State, ZIP5, ZIP4 -

5. Name, Street and Mailing Address of the Registered Agent is

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 -

Rev. 01/96

F0300 - Page 2 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Registration of Foreign Limited Partnership

6. A list of the names and addresses of the limited partners and their contributions, together with an undertaking by the foreign limited partnership to keep those records until the foreign limited partnership's registration in this state is cancelled, is kept at

Address

City, State, ZIP5, ZIP4

7. Name and Address of General Partner 1

Physical Address

P.O. Box

City, State, ZIP5, ZIP4

8. Name and Address of General Partner 2

Physical Address

P.O. Box

City, State, ZIP5, ZIP4

9. Name elected to use in Mississippi

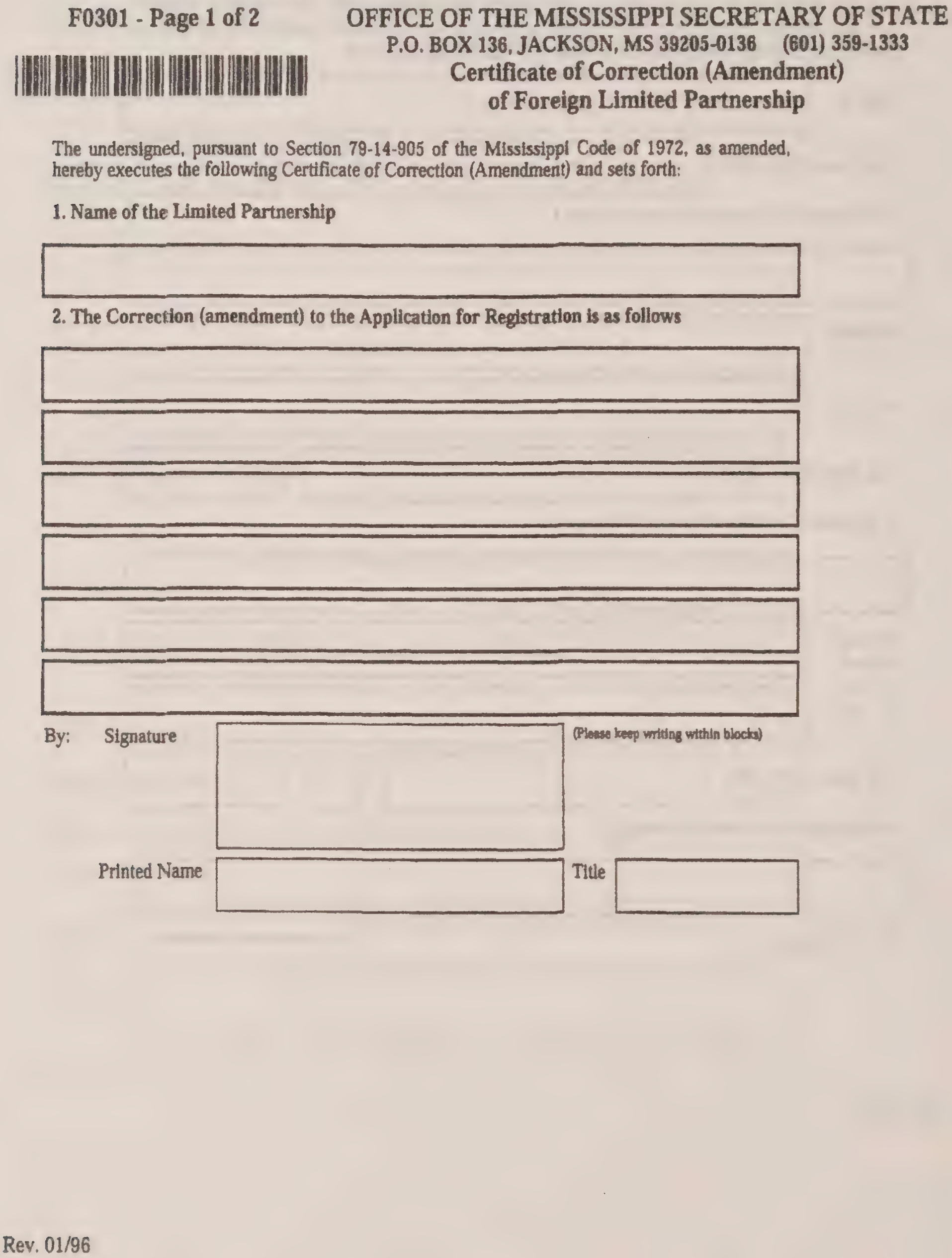
By: Signature

(Please keep writing within blocks)

Rev. 01/96

§ 1-65. Certificate of Correction (Amendment) of Foreign Limited Partnership — Form F0301.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0301 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Correction (Amendment)
of Foreign Limited Partnership

The undersigned, pursuant to Section 79-14-905 of the Mississippi Code of 1972, as amended, hereby executes the following Certificate of Correction (Amendment) and sets forth:

1. Name of the Limited Partnership

2. The Correction (amendment) to the Application for Registration is as follows

By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

F0301 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Correction (Amendment)
of Foreign Limited Partnership

Acknowledgment

State

County

I, a Notary Public, do hereby certify that on the

day of 19 , ,

who being by me first duly sworn, declared that he is a general partner of the above Limited Partnership and personally appeared before me declaring that the statements herein contained are true.

Notary Seal
(Keep seal within block)

Notary Public

My commission expires

Rev. 01/96

§ 1-66. Certificate of Cancellation of Foreign Limited Partnership — Form F0303.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

F0303 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Cancellation
of Foreign Limited Partnership

The undersigned, pursuant to Section 79-14-906 of the Mississippi Code of 1972, as amended, hereby executes the following Certificate of Cancellation and sets forth:

1. Name of Limited Partnership

2. The Limited Partnership desires to cancel its registration to do business in this State of Mississippi.

By: Signature (Please keep writing within blocks)

Printed Name Title

Acknowledgment

State

County

I, a Notary Public, do hereby certify that on the

day of 19 ,

who being by me first duly sworn, declared that he is a general partner of the above Limited Partnership and personally appeared before me declaring that the statements herein contained are true.

Notary Seal
(Keep seal within block)

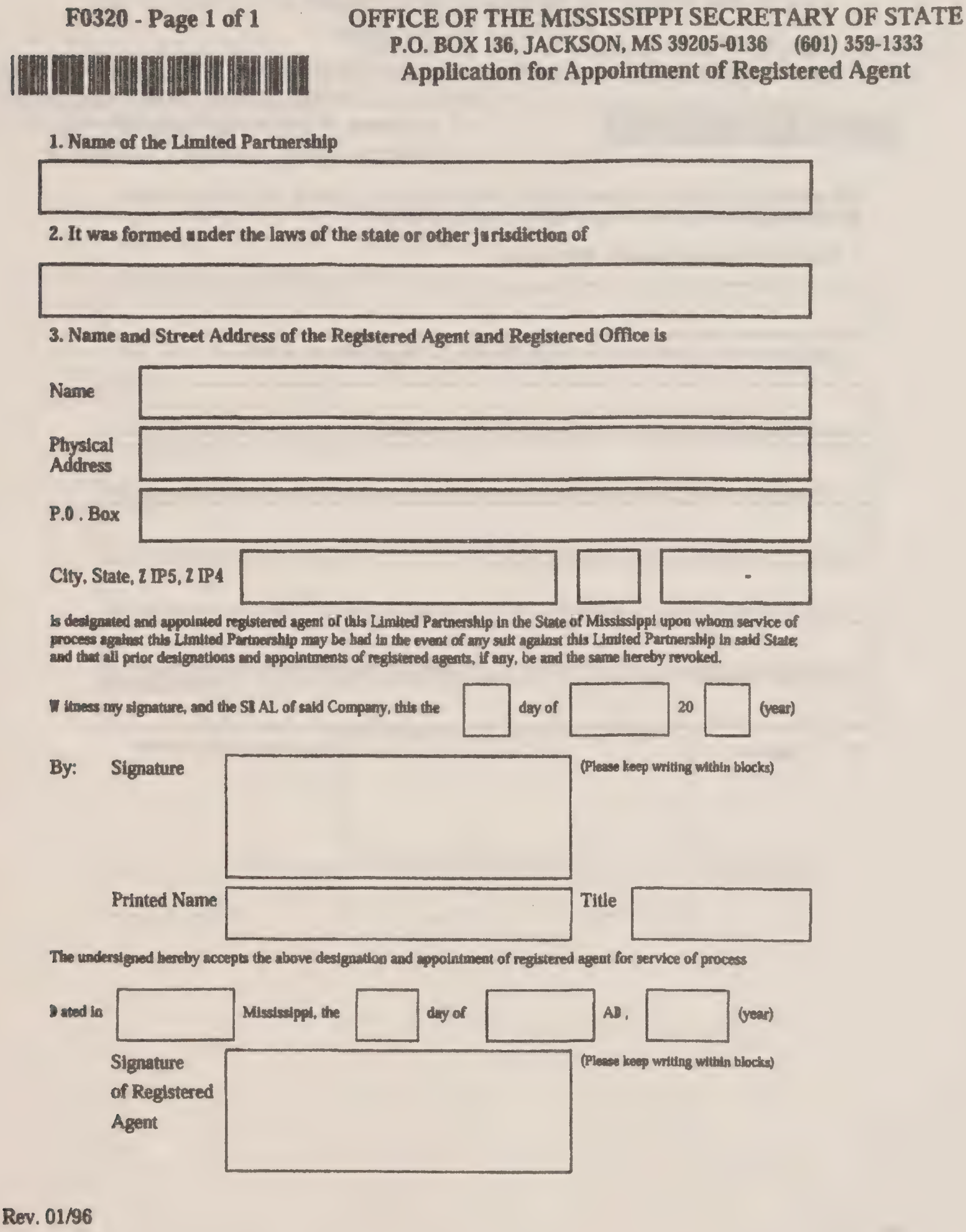
Notary Public

My commission expires

Rev. 01/96

§ 1-67. Application for Appointment of Registered Agent — Form F0320.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0320 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Appointment of Registered Agent

1. Name of the Limited Partnership

2. It was formed under the laws of the state or other jurisdiction of

3. Name and Street Address of the Registered Agent and Registered Office is

Name

Physical Address

P.O . Box

City, State, ZIP5, ZIP4 -

is designated and appointed registered agent of this Limited Partnership in the State of Mississippi upon whom service of process against this Limited Partnership may be had in the event of any suit against this Limited Partnership in said State; and that all prior designations and appointments of registered agents, if any, be and the same hereby revoked.

Witness my signature, and the SEAL of said Company, this the day of 20 (year)

By: Signature (Please keep writing within blocks)

Printed Name Title

The undersigned hereby accepts the above designation and appointment of registered agent for service of process

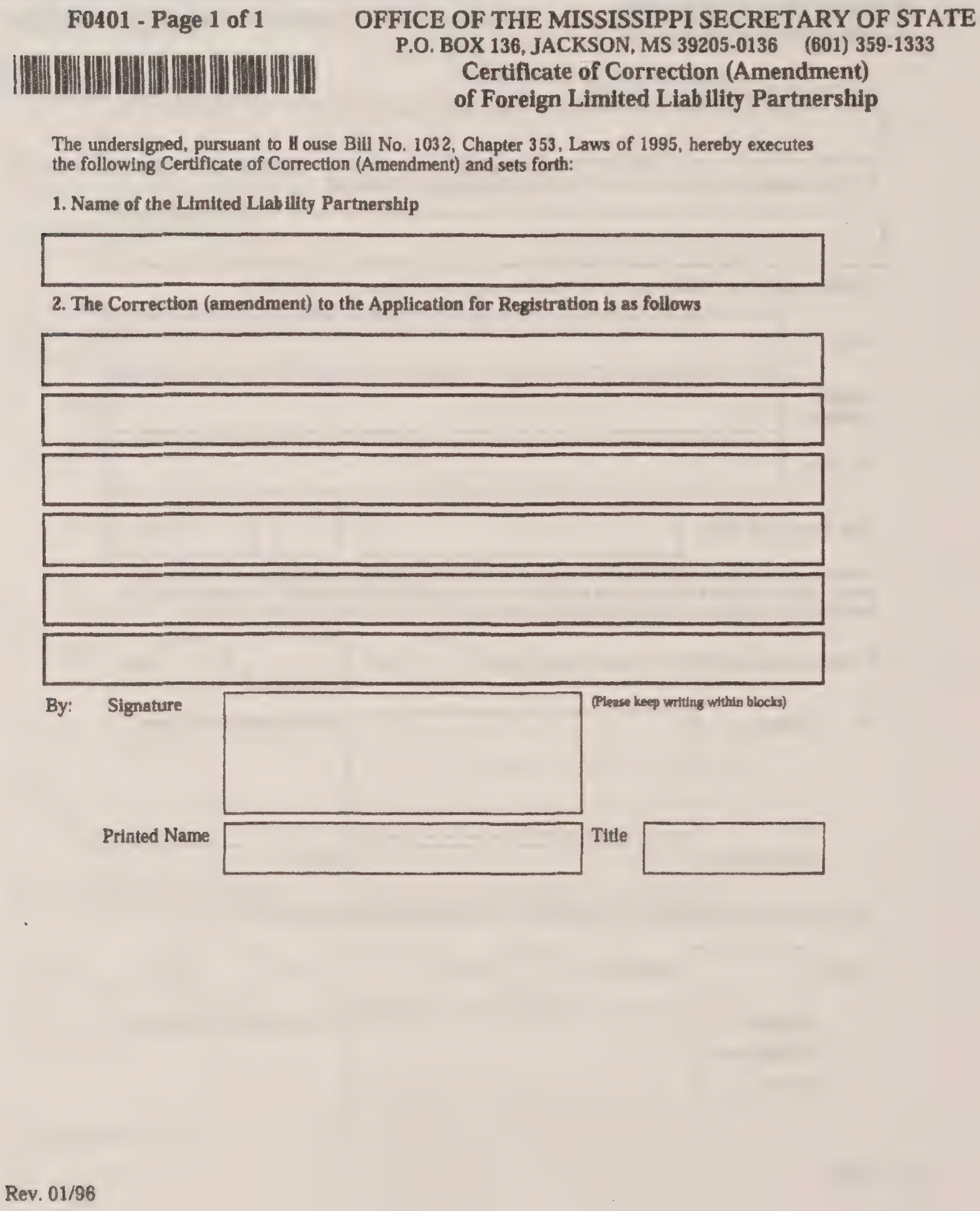
Dated in Mississippi, the day of AD , (year)

Signature of Registered Agent (Please keep writing within blocks)

Rev. 01/96

§ 1-68. Certificate of Correction (Amendment) of Foreign Limited Liability Partnership — Form F0401.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0401 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Correction (Amendment)
of Foreign Limited Liability Partnership

The undersigned, pursuant to House Bill No. 1032, Chapter 353, Laws of 1995, hereby executes the following Certificate of Correction (Amendment) and sets forth:

1. Name of the Limited Liability Partnership

2. The Correction (amendment) to the Application for Registration is as follows

By: Signature (Please keep writing within blocks)

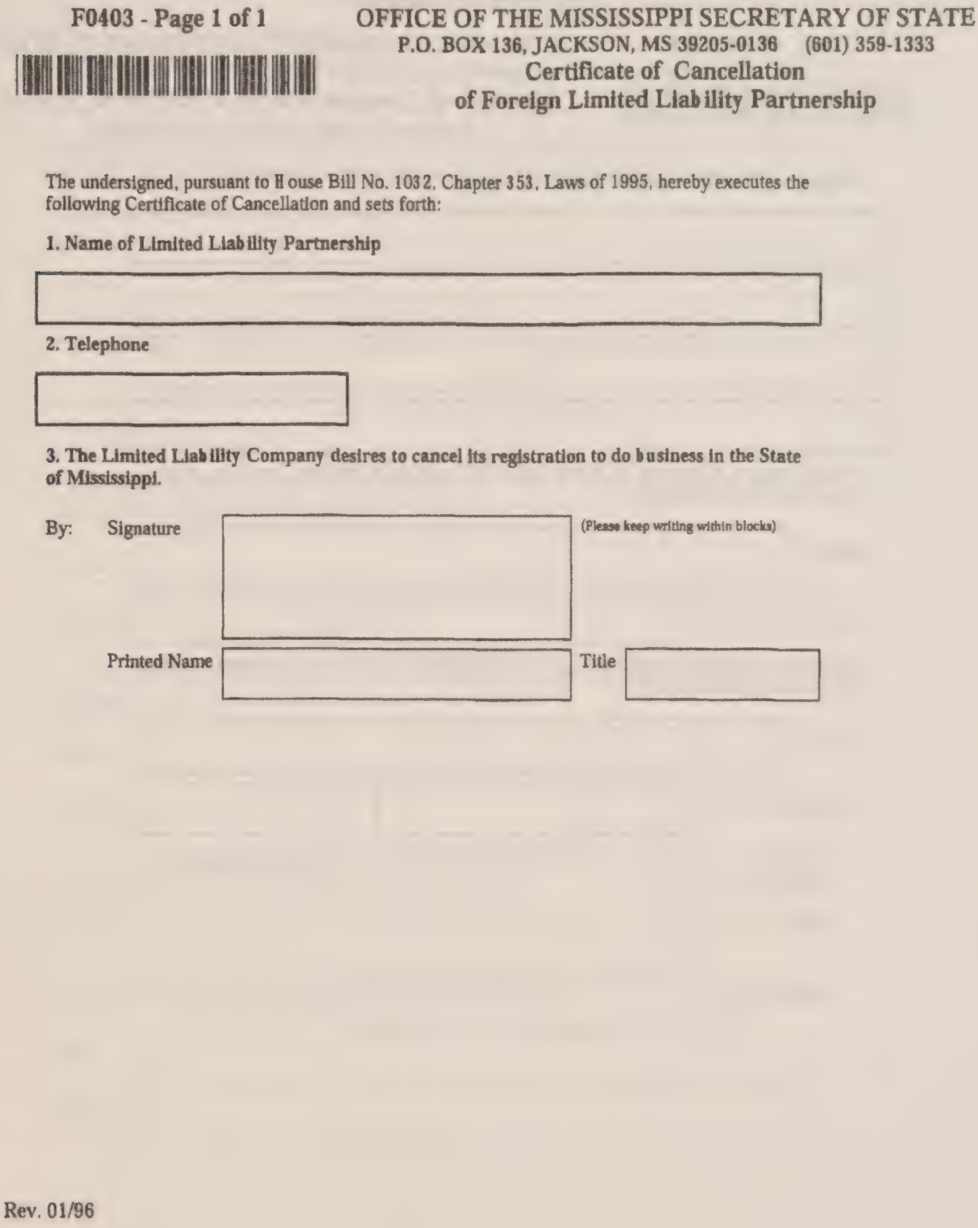
Printed Name

Title

Rev. 01/96

§ 1-69. Certificate of Cancellation of Foreign Limited Liability Partnership — Form F0403.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0403 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Cancellation
of Foreign Limited Liability Partnership

The undersigned, pursuant to House Bill No. 1032, Chapter 353, Laws of 1995, hereby executes the following Certificate of Cancellation and sets forth:

1. Name of Limited Liability Partnership

2. Telephone

3. The Limited Liability Company desires to cancel its registration to do business in the State of Mississippi.

By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-70. Certificate of Change of Address of Registered Agent of Foreign Limited Liability Partnership— Form F0404.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

F0404 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Change of Address of Registered Agent of Foreign Limited Liability Partnership

1. Name(s) of all Limited Liability Partnership(s) represented by the registered agent

2. The address at which the registered agent has maintained his office for each of such Limited Liability Partnership

Address 1

City, State, ZIP5, ZIP4 MS -

3. The new address the registered agent will maintain for each of the Limited Liability Partnerships recited above is

Address

City, State, ZIP5, ZIP4 MS -

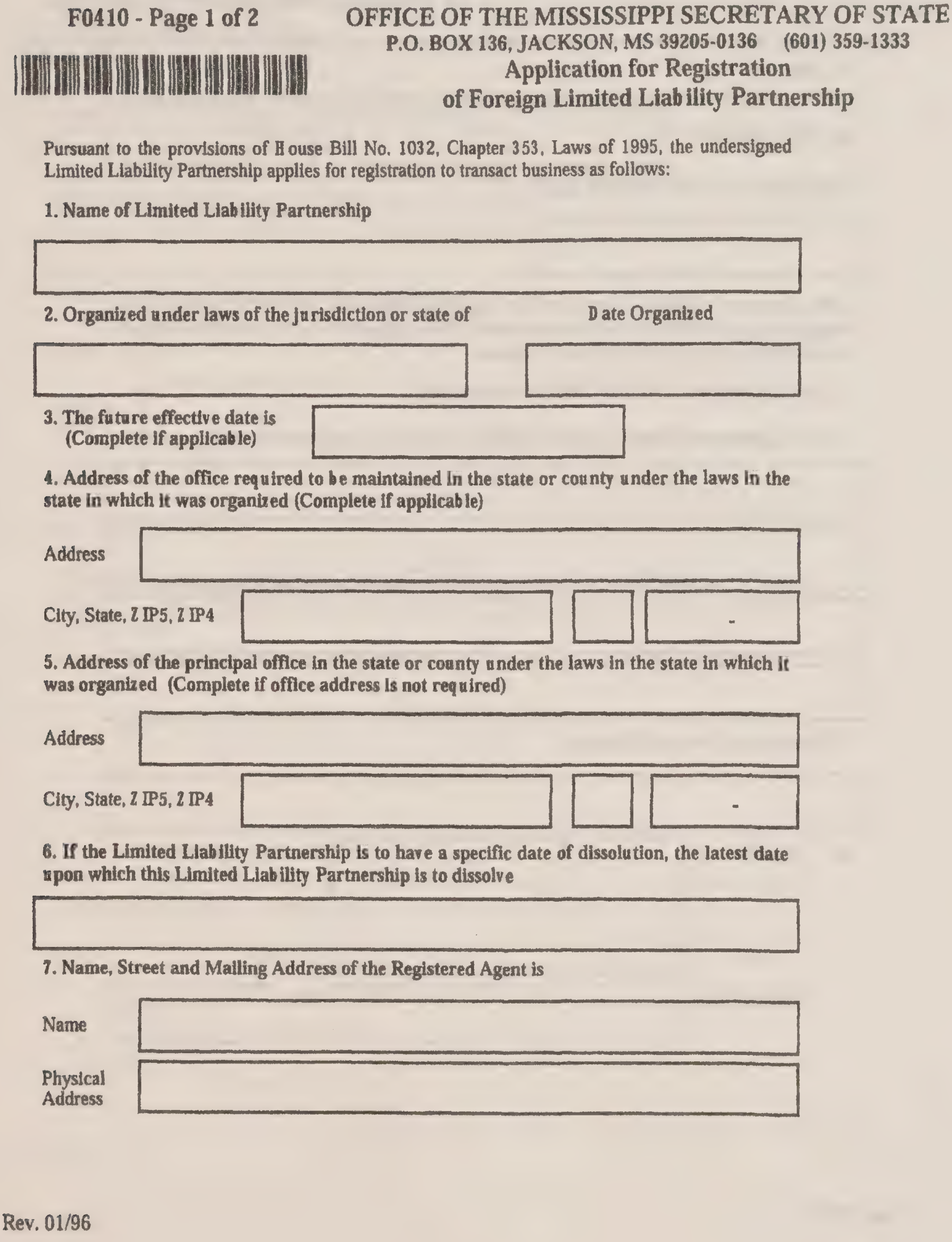
By: Signature of Registered Agent (Please keep writing within blocks)

Printed Name

Rev. 01/96

§ 1-71. Application for Registration of Foreign Limited Liability Partnership — Form F0410.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0410 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Registration
of Foreign Limited Liability Partnership

Pursuant to the provisions of House Bill No. 1032, Chapter 353, Laws of 1995, the undersigned Limited Liability Partnership applies for registration to transact business as follows:

1. Name of Limited Liability Partnership

2. Organized under laws of the jurisdiction or state of

Date Organized

3. The future effective date is (Complete if applicable)

4. Address of the office required to be maintained in the state or county under the laws in the state in which it was organized (Complete if applicable)

Address

City, State, ZIP5, ZIP4 -

5. Address of the principal office in the state or county under the laws in the state in which it was organized (Complete if office address is not required)

Address

City, State, ZIP5, ZIP4 -

6. If the Limited Liability Partnership is to have a specific date of dissolution, the latest date upon which this Limited Liability Partnership is to dissolve

7. Name, Street and Mailing Address of the Registered Agent is

Name

Physical Address

Rev. 01/96

F0410 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Registration of Foreign Limited Liability Partnership

P.O. Box

City, State, ZIP5, ZIP4 MS -

8. Telephone No. of the Registered Agent

9. The Secretary of State is appointed the Registered Agent for services of process if the Registered Agent's authority has been revoked or if the Registered Agent cannot be found or served with the exercise of responsible diligence.

10. This partnership is a Limited Liability Partnership.

11. Other matters the Foreign Limited Liability Partnership determines to include

12. Name elected to use in Mississippi

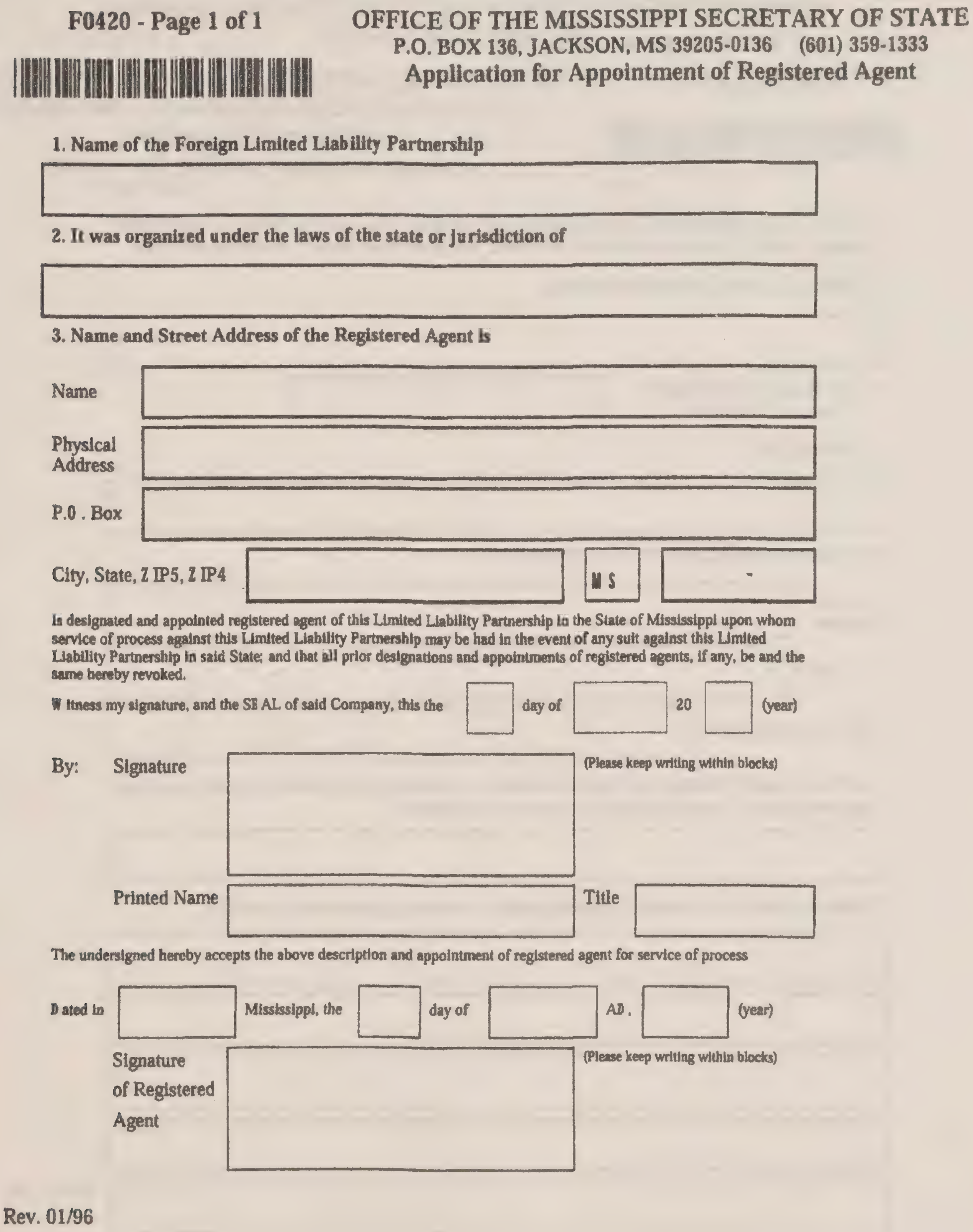
By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-72. Application for Appointment of Registerd Agent — Form F0420.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0420 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Application for Appointment of Registered Agent

1. Name of the Foreign Limited Liability Partnership

2. It was organized under the laws of the state or jurisdiction of

3. Name and Street Address of the Registered Agent is

Name

Physical Address

P.O. Box

City, State, ZIP5, ZIP4 MS -

Is designated and appointed registered agent of this Limited Liability Partnership in the State of Mississippi upon whom service of process against this Limited Liability Partnership may be had in the event of any suit against this Limited Liability Partnership in said State; and that all prior designations and appointments of registered agents, if any, be and the same hereby revoked.

Witness my signature, and the SEAL of said Company, this the day of 20 (year)

By: Signature (Please keep writing within blocks)

Printed Name Title

The undersigned hereby accepts the above description and appointment of registered agent for service of process

Dated in Mississippi, the day of AD. (year)

Signature of Registered Agent (Please keep writing within blocks)

Rev. 01/96

§ 1-73. Certificate of Registration of Domestic Limited Liability Partnership — Form F0500.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

F0500 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Certificate of Registration of Domestic Limited Liability Partnership

Pursuant to the provisions of House Bill No. 1032, Chapter 353, Laws of 1995, the undersigned Limited Liability Partnership applies for certificate of registration to transact business as follows:

1. Name of Limited Liability Partnership

2. The future effective date is (Complete if applicable)

3. Federal Tax ID

4. Street and mailing address of the principal office

Physical Address

P.O. Box

City, State, ZIP5, ZIP4

5. If the Limited Liability Partnership is to have a specific date of dissolution, the latest date upon which this Limited Liability Partnership is to dissolve

6. Other matters the Domestic Limited Liability Partnership determines to include

Rev. 01/96

F0500 - Page 2 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Registration
of Domestic Limited Liability Partnership

By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-74. Certificate of Correction (Amendment) of Domestic Limited Liability Partnership — Form F0501.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Correction (Amendment)
of Domestic Limited Liability Partnership

The undersigned, pursuant to House Bill No. 1032, Chapter 353, Laws of 1995, hereby executes the following Certificate of Correction (Amendment) and sets forth:

1. Name of the Limited Liability Partnership

2. The Correction (amendment) to the Application for Registration is as follows

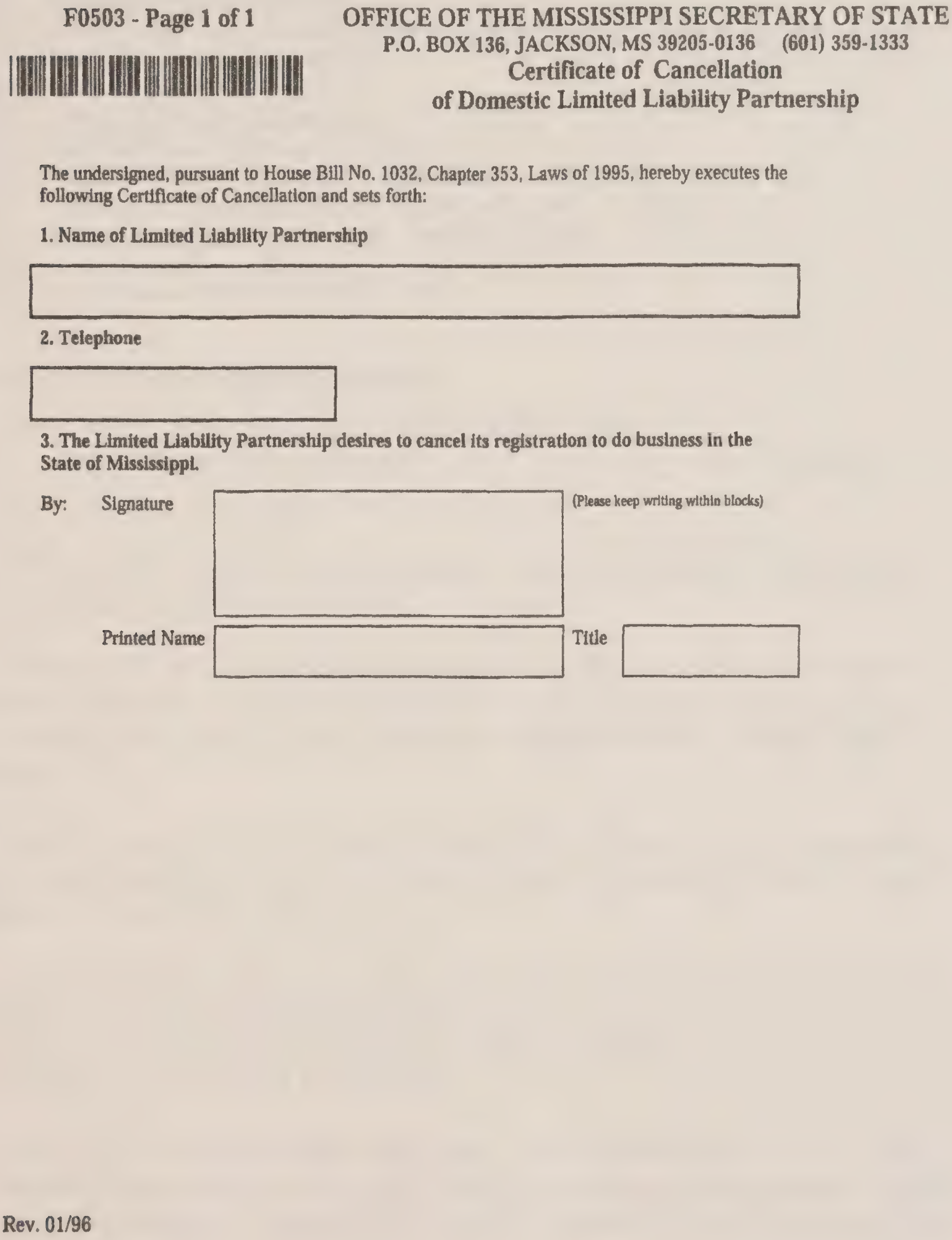
By: Signature (Please keep writing within blocks)

Printed Name Title

Rev. 01/96

§ 1-75. Certificate of Cancellation of Domestic Limited Liability Partnership — Form F0503.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



F0503 - Page 1 of 1

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Certificate of Cancellation
of Domestic Limited Liability Partnership

The undersigned, pursuant to House Bill No. 1032, Chapter 353, Laws of 1995, hereby executes the following Certificate of Cancellation and sets forth:

1. Name of Limited Liability Partnership

2. Telephone

3. The Limited Liability Partnership desires to cancel its registration to do business in the State of Mississippi.

By: Signature (Please keep writing within blocks)

Printed Name

Title

Rev. 01/96

Chapter 2

DEBT-FINANCING CONTRACTS AND INSTRUMENTS

§ 2-1. Security and Pledge Agreement.
§ 2-2. Security Agreement (Consumer Goods — Equipment — Farm Equipment — Motor Vehicles except when Inventory).
§ 2-3. Deed of Trust.
§ 2-4. Pledge and Security Agreement.
§ 2-5. Original Financing Statement — UCC-01.
§ 2-6. Original Financing Statement of Farm Products — UCC-01F.
§ 2-7. Continuation, Assignment, Release, Amendment, Term — UCC-03.
§ 2-8. Continuation, Assignment, Release, Amendment, Term — UCC-03F.
§ 2-9. Search Request — UCC-11.
§ 2-10. Miscellaneous UCC Information — UCC-E.

§ 2-1. Security and Pledge Agreement.

SECURITY AND PLEDGE AGREEMENT dated _________ ______, 20____ (the "Agreement), made by __________________ (the "Grantor"), in favor of ____________ (the "Lender").

WHEREAS, Lender has agreed to make a loan (the "Loan") to the Grantor in an aggregate principal amount of $_________,

WHEREAS, it is a condition precedent to the making of the Loan that the Grantor shall have executed and delivered to the Lender a security agreement providing for the grant to the Lender of a security interest in certain assets of Grantor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lender to make the Loan, the Grantor hereby agrees with the Lender as follows:

Section 1. Definitions. All terms used in this Agreement which are defined in Article 9 of the Uniform Commercial Code (the "Code") currently in effect in the State of Mississippi and which are not otherwise defined herein shall have the same meanings as set forth in the Code.

Section 2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), the Grantor hereby grants to the Lender a continuing pledge of and security interest in, the following (the "Collateral"):

(a) all of the Grantor's right, title and interest in and to the assets described in Exhibit "A", and all parts thereof, accessions thereto and replacements therefore (any and all such assets, parts, accessions and replacements being hereinafter referred to as the "Collateral");

(b) a cash deposit in the amount of $ ______, and all interest thereon; and

(c) all proceeds of any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing;

in each case, whether now owned or hereafter acquired by the Grantor and howsoever its interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

Section 3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Obligations"):

(a) the prompt payment by the Grantor, as and when due and payable, of all amounts from time to time owing by it in respect of the Loan and any other indebtedness of Grantor to Lender; and

(b) the due performance and observance by the Grantor of all of its other obligations from time to time existing in respect of the Loan.

Section 4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) The Collateral now existing is, and all Collateral hereafter existing will be, located on the property described in Exhibit "B" hereto. The Grantor's chief place of business and chief executive office are located at the address specified for the Grantor in Section 10 hereof.

(b) Grantor owns the Collateral free and clear of any lien, security interest or other charge or encumbrance. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office.

(c) The exercise by Lender of its rights and remedies hereunder will not contravene any law or governmental regulation or any contractual restriction binding on or affecting the Grantor or any of its properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its properties.

(d) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body is required either for the grant by the Grantor of the security interest created hereby in the Collateral or by the exercise by Lender of its rights and remedies hereunder.

(e) This Agreement creates a valid security interest in favor of Lender in the Collateral. The filing of UCC financing statements with the Chancery Clerk of ________________________ County, Mississippi, and with the Office of the Secretary of State of the State of Mississippi will perfect, and establish the priority of, Lender's security interest hereunder in the Collateral, securing the Obligations.

Section 5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless Lender shall otherwise consent in writing:

(a) *Further Assurances*. The Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that Lender may request in order (i) to perfect and protect the security interest created or purported to be created hereby; (ii) to enable Lender to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) to otherwise effect the purposes of this Agreement.

(b) *Location of Collateral*. The Grantor will ensure that the Collateral is kept on the property described in Exhibit "B" hereto.

(c) *Condition of Collateral*. The Grantor will cause the Collateral to be maintained and preserved in the same condition, repair and working order as exists on the date hereof, ordinary wear excepted, and in accordance with any manufacturer's manual, and will forthwith, or in the case of any loss or damage to any of the Collateral, as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable or that Lender may request to such end. The Grantor will promptly furnish to Lender a statement respecting any loss or damage to any of the Collateral.

(d) *Taxes*. The Grantor will pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith by proper proceedings.

(e) *Insurance.*

(i) The Grantor will maintain or cause to be maintained insurance with respect to the Collateral in the amounts, against such risks, in such form and with such insurers, as Lender may require. Each policy for liability insurance shall provide for all losses to be paid on behalf of Lender and the Grantor as their respective interests may appear and each policy for property damage insurance shall provide for all losses to be paid directly to Lender. Each such policy shall in addition (A) name Lender as an insured party as its interest may appear, (B) contain the agreement by the insurer that any loss thereunder shall be payable to Lender notwithstanding any action, inaction or breach of representation or warranty by the Grantor, (C) provide that there shall be no recourse against Lender for payment of premiums or other amounts with respect thereto and (D) provide that at least 30 days' prior written notice of cancellation or of lapse shall be given to Lender by the insurer. The Grantor will, if so requested by Lender, deliver to Lender original or duplicate policies of such insurance and, as often as Lender may reasonably request, a report of a reputable insurance broker with respect to such insurance. The Grantor will also, at the request of Lender, duly exercise and deliver instruments of assignment and cause the respective insurers to acknowledge notice of such assignment.

(ii) Upon the occurrence and during the continuance of a default or event of default or the actual or constructive total loss of any Collateral, all insurance payments in respect of such Collateral shall be paid to Lender and applied as specified herein.

(f) *Transfers and Other Liens.* The Grantor will not (i) sell, assign (by operation of law or otherwise), exchange or otherwise dispose of any of the Collateral; or (ii) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the security interest created by this Agreement.

Section 6. Additional Provisions Concerning the Collateral.

(a) The Grantor hereby authorizes Lender to file, without the signature of the Grantor where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral.

(b) The Grantor hereby irrevocably appoints Lender the Grantor's attorney-in-fact and proxy, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (i) to obtain and adjust insurance required to be paid to Lender pursuant to Section 5 hereof; (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Lender may deem necessary or desirable to enforce the rights of Lender with respect to any of the Collateral.

(c) If the Grantor fails to perform any agreement contained herein, Lender may itself perform, or cause performance of, such agreement or obligation, and the expenses of Lender incurred in connection therewith shall be payable by the Grantor.

(d) The powers conferred on Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

Section 7. Events of Default. If any of the following events occur for whatever reason, whether voluntary, involuntary or effected by operation of law, it is hereby defined as, declared to be and shall constitute an event of default (an "Event of Default").

(a) Default in the due and punctual payment of any Obligation; or

(b) Default in the performance or observance of any other covenant, agreement, condition, warranty or representation on the part of Grantor in this Agreement or any other agreement executed in connection with the Loan; or

(c) If Grantor shall (i) make a general assignment for the benefit of its creditors, (ii) apply for or consent to the appointment of or the taking of possession by any custodian, receiver, liquidator or trustee for it or a substantial part of its property, (iii) admit in writing its inability, or (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or (vi) take any action for the purpose of effecting any of the foregoing; or

(d) If (i) a proceeding or case shall be commenced in any court of competent jurisdiction seeking the liquidation, reorganization, dissolution, winding-up or composition or readjustment of debts of Grantor or the appointment of a trustee, receiver, custodian, liquidator or the like of the Grantor, or of all or a substantial part of its property under the Federal Bankruptcy Code or any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustments of debts; and (ii) such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of ninety (90) days from commencement of such proceeding or case, or an order for relief or any similar order shall be entered in such proceeding or case; or

(e) In the event Grantor breaches its obligations, representations, covenants, agreements or warranties under any other agreement by and between Grantor and Lender.

Section 8. Remedies Upon Default. If an event of Default shall have occurred and be continuing:

(a) Lender may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral), and also may, (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of Lender forthwith, assemble all or part for the Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties; and (ii) without notice except as specified below, sell Grantor's interest in the Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Lender may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by Lender as Collateral and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied as follows:

(i) First, to the repayment of the reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with (A) the administration of this Agreement, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (C) the exercise or enforcement of any of the rights of Lender hereunder, or (D) the failure of the Grantor to perform or observe any of the provisions hereof;

(ii) Second, at the option of Lender, to the payment or other satisfaction of any liens and other encumbrances upon any of the Collateral;

(iii) Third, to the reimbursement of Lender for the amount of any obligations of the Grantor paid or discharged by Lender pursuant to the provisions of this Agreement or any other documents executed in connection with the Loan, and of any expenses of Lender payable by the Grantor hereunder;

(iv) Fourth, to the satisfaction of the Loan, first to accrued interest and then to principal;

(v) Fifth, to the satisfaction of any other indebtedness of the Grantor to the Lender;

(vi) Sixth, to the payment of any other amounts required by applicable law; and

(vii) Seventh, the surplus proceeds, if any, to the Grantor or to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which Lender is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at the rate specified in the Note executed in connection with the Loan, plus ten percent (10%), together with the costs of collection and the reasonable fees of any attorneys employed by Lender to collect such deficiency.

Section 9. Indemnity and Expenses.

(a) The Grantor agrees to indemnity Lender from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement, including, without limitation, enforcement of this Agreement.

(b) The Grantor will upon demand pay to Lender the amount of any and all costs and expenses, including the fees and disbursements of Lender's counsel and of any experts and agents, which Lender may incur in connection with (i) the making and administration of the Loan; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of Lender hereunder; or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

Section 10. Notices. All notices or other documents required to be delivered under this Agreement shall be given in writing and shall be personally delivered, delivered by United States certified mail, return-receipt requested, or by facsimile to the parties at the addresses listed below. Such notices shall be effective as of the time of delivery if personally delivered, as of the date of receipt as referenced by the official receipt of the United States Postal Service if delivered by certified mail, or as of the date and time of receipt as reflected by facsimile acknowledgment. The addresses of the parties are as follows:

To Grantor:

____
(name)
____
(address)
____
(city, state zip code)

Telephone No.: __________

To Lender:

____
(name)
____
(address)
____
(city, state zip code)

Telephone No.: __________

Section 11. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Grantor and Lender, and no waiver of any provision of this Agreement, and no consent to any departure by the Grantor therefrom, shall be effective unless it is in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however*, that no amendment, waiver or consent shall, unless in writing and signed by the Grantor and Lender, terminate the security interest created hereby in any Collateral, or release from the security interest created hereby, any Collateral at any time while any Obligation remains outstanding.

(b) No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any other document executed in connection with the Loan shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Lender provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies provides by law.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the final and indefeasible payment in full or release of the Obligations, (ii) be binding on the Grantor and its successors and permitted assigns and shall inure to the benefit of Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing, Lender may assign or otherwise transfer all or any portion of any Obligation, and Lender may assign or otherwise transfer its rights hereunder to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to Lender. None of the rights or obligations of the Grantor hereunder may be assigned or other transferred without the prior written consent of Lender.

(e) Upon the final and indefeasible satisfaction in full of the Obligations, this Agreement and the security interest created hereby, shall terminate and all rights to the Collateral shall revert to the Grantor. Lender will, upon the Grantor's request and at the Grantor's expense, (i) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(f) This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

____
(Name of Grantor)

§ 2-2. Security Agreement (Consumer Goods – Equipment – Farm Equipment – Motor Vehicles except when Inventory).

SECURITY AGREEMENT

Consumer Goods — Equipment — Farm Equipment
Motor Vehicles except when Inventory

____
(Borrower's Name)

____
(Street Address) (City) (County) (State)

(hereinafter called "Debtor") a (an) __________, said address being Debtor's
____,
(Corporation-Partnership — Limited Liability Company — Individual)
(Place of Business-Residence)

hereby grants to _____________________ (hereinafter called "Secured Party") a security interest in the following goods:

All equipment now owned or hereafter acquired

together with all equipment, parts, accessories, attachments and replacements thereof and additions thereto, and all other goods of the same class whether now owned or hereafter acquired by Debtor, and the proceeds thereof (hereinafter collectively called "Collateral"), to secure (1) payment of a note dated ______ _______, 20____ executed and delivered by Debtor to Secured Party in the sum of $______, payable as to principal and interest as therein provided; (2) payment of a note dated __________ __________, 20______ executed and delivered by Debtor to Secured Party in the sum of $_______, payable as to principal and interest as therein provided; (3) further advances to be evidenced by like note or notes which may be made by Secured Party to Debtor; (4) all other liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Secured Party; and (5) performance by Debtor of the agreements hereinafter set forth. Provided, that notwithstanding anything herein to the contrary, nothing contained herein, or in any other document in favor of Secured Party, shall grant to Secured Party a nonpossessory security interest in "household goods", as defined in 12 C.F.R. 227, Subpart B, other than a purchase money security interest which is specifically described.

DEBTOR REPRESENTS, WARRANTS AND AGREES AS FOLLOWS:

1. (a) The collateral will be used by Debtor primarily for

Business, and that all of Debtor's places of business are in the County above set forth except

____

(b) And, is being acquired with the proceeds of the advance evidenced by this agreement, which Secured Party may disburse directly to the seller of the collateral;

(c) If the collateral is attached to or to be attached to real estate, the name of the record owner of the real estate is_______________ _________________________and its legal description is as follows:

See Exhibit A attached hereto.

and Debtor will furnish Secured Party with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, or any interest in the collateral that is prior to Secured Party's interest.

2. Debtor agrees to pay Secured Party: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Secured Party in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate stipulated in the note or notes from the date the same shall have been paid: and (c) at Secured Party's option, the entire unpaid indebtedness to Secured Party, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Secured Party deems itself insecure.

3. Debtor will promptly notify Secured Party, in writing of any new place or places of business if the Collateral is used for business, and of any change in Debtor's residence if the Collateral is used for personal, family or household

or farming and ranching operations, and regardless of use, of any change in the location of the Collateral.

4. Except for the security interest hereby granted and that certain security interest granted to Deposit Guaranty National Bank, Debtor is the owner of the Collateral, free and clear of all liens and security interest. Debtor authorizes Secured Party to file in jurisdictions where this authorization will be given effect a financing statement signed only by the Secured Party describing the Collateral in the same manner as it is described herein. Debtor will defend the Collateral against the claims and demands of all other persons.

5. Unless Debtor has represented above that the Collateral is attached or will be attached to realty as a fixture and the real property is described herein, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate. Neither will Debtor allow the Collateral to become an accession to other goods without the Secured Party's approval.

6. Debtor will pay the Secured Party all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, or when Secured Party deems itself insecure for any reason, and will perform all terms of said indebtedness and this or any other security or loan agreement between Debtor and Secured Party, and will discharge all said liabilities.

7. Debtor will keep the collateral insured at all times against all insurable hazards in amounts equal to the full cash value of the collateral. Such insurance shall be with insurance carriers which are qualified to do business in Mississippi and in good standing with the Mississippi Department of Insurance, and shall provide for payment of all losses thereunder to Secured Party as its interest may appear, and, if required, Debtor will deposit the policies of insurance with Secured Party. Any money received by Secured Party under said policies may be applied to the payment of the indebtedness secured hereby with such payment applied first to interest, then to principal and any other charges, whether or not due and payable, or at Secured Party's option may be delivered by Secured Party to Debtor for the purpose of repairing or restoring the collateral. Debtor hereby assigns to Secured Party all rights to receive proceeds of insurance not exceeding the amount of Debtor's loan, direct any insurer to pay all proceeds directly to Secured Party, and appoints Secured Party as its attorney-in-fact to endorse any draft or check made payable to Debtor in order to collect the benefit of any such

insurance. Prior to the expiration or cancellation date of Debtor's insurance policy on the collateral, Debtor shall provide Secured Party with a renewal or replacement policy having an effective date the same as the expiration or cancellation date on Debtor's prior policy and meeting the same requirements as stated hereinabove. The provisons hereof are subject to the rights of Deposit Guaranty National Bank under the terms of its security agreement with the Debtor of even date herewith.

If Debtor fails to keep the collateral insured as required by Secured Party, such failure shall be a default under the terms and conditions of this Security Agreement. In addition, Secured Party may, at its option, and in addition to any other rights and remedies the Secured Party may have under this Security Agreement or any other agreement with Debtor, purchase insurance at Debtor's expense to protect Secured Party's interest continuously retroactive to the date of expiration or cancellation of Debtor's policy for Debtor's failure to keep the collateral insured. If Secured Party chooses to purchase insurance upon Debtor's failure to keep the collateral insured, Secured Party will notify Debtor about the types and amounts of the coverages at the time Secured Party purchases such insurance. In addition, the insurance that the Secured Party purchases likely will not provide all of the insurance coverage which Debtor might normally obtain on its own, such as liability coverage or coverage for any equity which Debtor may have in the collateral. Also, the deductibles may not be the same as the deductibles contained in a policy which Debtor might normally obtain on its own.

The insurance the Secured Party purchases likely will not be purchased through the same carrier and/or agent which Debtor might have previously purchased insurance on the collateral, and in most cases, the cost of the insurance will be significantly higher than the insurance which Debtor might obtain on its own. If Secured Party pays for insurance, such payment shall be secured by the collateral, and shall bear interest at the ANNUAL PERCENTAGE RATE set forth in Debtor's Note and/or Loan Agreement. Debtor agrees to reimburse Secured Party on demand for any such payment, plus accrued interest, or otherwise to pay said sums in any manner of installments required by Secured Party. Debtor authorizes Secured Party to forward any information which Secured Party deems necessary to third parties performing services incidental to Secured Party's rights and duties under this Security Agreement, including but not limited to, insurance monitoring and placement services.

Even if Secured Party purchases insurance on the collateral as set out hereinabove, Debtor has the right to purchase the required insurance from an agent or company of Debtor's choice at any time and provide the insurance policy to Secured Party. Upon receipt of such policy, Secured Party will have the insurance canceled for any period during which Debtor has the required insurance in force and any refund will be made to Debtor's account.

8. Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral . If Debtor tails to pay such sums, Secured Party may do so for Debtor's account and add the amount thereof to the other amounts secured hereby.

9. Debtor will pay all costs of filing financing, continuation and termination statements with respect to the security interest created hereby and Secured Party is authorized to do all things which it deems necessary to perfect and continue perfected the security interest created hereby and to protect the Collateral.

10. Debtor will not permit any of the Collateral to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Secured Party, and will permit Secured Party to inspect the Collateral at any time.

11. Debtor will not sell, exchange, lease or otherwise dispose of any of the Collateral without the prior written consent of Secured Party; permit any liens or security interest to attach to any of the Collateral except that created by this agreement and the lien in favor of Deposit Guaranty National Bank; permit any of the Collateral to be levied upon under any legal process; or permit anything to be done that may impair the security intended to be afforded by this agreement. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

12. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other security agreement with Bank after thirty days notice after thirty (30) days notice and opportunity to cure for a non-monetary default and ten (10) days notice and opportunity to cure for a monetary default, including without limitation, failure to obtain or maintain any required insurance on the collateral pledged by this Security Agreement; (b) when any event occurs which results in

acceleration of the maturity of the indebtedness of Debtor under any agreement with any person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, or until bank deems itself insecure, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral. cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor, and Secured Party may proceed to enforce payment of same and to exercise any or all rights and remedies provided by the Uniform Commercial Code of Mississippi or other applicable law. as well as all other rights and remedies possessed by Secured Party, all of which shall be cumulative. Whenever Debtor is in default hereunder, and upon demand by Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at a place reasonably convenient to Secured Party and Debtor. Any notice required to be given under the Uniform Commercial Code of Mississippi of sale, lease or other intended disposition of the Collateral by Secured Party sent to Debtor at the address

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Secured Party belonging to any of the parties liable hereon to Secured Party, and any deposits, balance of deposits or other sums at any time credited by or due from said Secured Party to any of said parties, may at all times, at the option of Secured Party, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due or any other liability of the said parties, and Secured Party may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Secured Party.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Secured Party's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

ANY SPECIAL PROVISIONS:

IN WITNESS WHEREOF, this agreement has been executed this_____ day of ___________, _______.

Debtor(s)
____
(Borrower's Name)

BY: ___________________________
Title:___________________________

§ 2-3. Deed of Trust.

STATE OF MISSISSIPPI
COUNTY OF ___________________________
(JUDICIAL DISTRICT, IF APPLICABLE)

DEED OF TRUST

THIS INDENTURE, entered into this day by and among, __________________, [a ___________] whose address is _______________, as Grantor, (herein referred to as "Grantor"), jointly if more than one and _______________, whose address is ______________, Trustee (herein referred to as the "Trustee"), and ____________________, as Beneficiary (herein referred to as "Beneficiary."

WITNESSETH:

WHEREAS, Grantor is indebted to Beneficiary in the full sum of ____________ Dollars ($_________) evidenced by _____________ promissory note(s) of dated ________ [insert payment terms of note or notes] in favor of Beneficiary, bearing interest from said date at the rate specified in the note[s] with a final maturity date of __________, providing for payment of attorney's fees and costs of collection if not paid according to the terms thereof and being due and payable as set forth below:

WHEREAS, Grantor desires to secure the prompt payment of (a) the indebtedness described above according to its terms and any renewal and extensions thereof, (b) any additional and future advances together with interest thereon which Beneficiary may make to Grantor as provided in Paragraph 1, (c) any other indebtedness which Grantor may now or hereafter owe to Beneficiary as provided in Paragraph 2, ad (d) any advances together with interest which Beneficiary may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "Indebtedness").

NOW, THEREFORE, IN CONSIDERATION of the sum of Ten and no/100 Dollars cash in hand paid and other good and valuable consideration of the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell, convey and warrant unto Trustee the real property described below situated in the City of ______________________, County of _______________________, [________Judicial District] State of Mississippi:

[Insert Legal Description of Real Property] together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said real property (all being herein referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all of the aforesaid Indebtedness, and any and all other indebtedness which is or may become due by Grantor to Beneficiary under the provisions of this Deed of Trust. If Grantor shall pay said Indebtedness promptly when due and shall perform all covenants made by Grantor, the this conveyance shall be void and of no effect, otherwise to remain in full force and effect. If Grantor shall be in default as provided in Paragraph 9, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Beneficiary, be and become at once due and payable without notice to Grantor, and Trustee shall, at the request of Beneficiary, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the Property shall be advertised for three (3) consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original grantors of this Deed of Trust. Grantor waives the provisions of Mississippi Constitution Section 111 and Mississippi Code of 1972 Section 89-1-55 and amendments if any thereto as far as said sections restrict the right of the Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Property and land as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the Property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Grantor and Beneficiary. The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this instrument as may be deemed advisable by the Trustee or any successor thereof. Should Beneficiary be a corporation or an unincorporated association, then any officer thereof may declare Grantor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Beneficiary shall have the same right to purchase the Property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale, Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Beneficiary by Grantor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Grantor or as otherwise provided by law.

IT IS AGREED that this conveyance is made subject to the following covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. In addition to the Indebtedness described above, together with any and all extensions or renewals, this Deed of Trust shall also secure all future and additional advances which Beneficiary may make to Grantor from time to time upon the security herein conveyed. Such advances shall be optional with Beneficiary and all be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Grantor and Beneficiary. Any such advance may be made to any one of the Grantors, should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Grantors.

2. This Deed of Trust shall also secure, any and all other Indebtedness of Grantor due to Beneficiary with interest thereon as specified, or of any one of the Grantors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, assignment, guaranty or otherwise.

3. Grantor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage," flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Beneficiary may reasonably require in such amounts as Grantor may determine but for not less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Beneficiary, shall include standard loss payable clauses in favor of Beneficiary and shall be delivered to Beneficiary. Grantor shall promptly pay when due all premiums charged for such insurance, and shall furnish Beneficiary the premium receipts for inspection. Upon Grantor's failure to pay the premiums, Beneficiary shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Grantor shall promptly notify Beneficiary who may make proof of loss if timely proof is not made by Grantor. All loss payments shall be made directly to Beneficiary as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Grantor, or release such proceeds in whole or in part to Grantor.

4. Grantor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of the Trustee or Beneficiary therein,

during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Beneficiary the tax receipts for inspection. Should Grantor fail to pay all taxes and assessments when due, Beneficiary shall have the right, but not the obligation, to make these payments.

5. Grantor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Grantor shall use the Property for lawful purposes only. Beneficiary may make or arrange to be made entries upon and inspections of the Property after first giving Grantor notice prior to any inspections specifying a just cause related to the Beneficiary's interest in the Property. Beneficiary shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Grantor a reasonable opportunity to make the repairs.

Should the purpose of the primary Indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Beneficiary shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Beneficiary determine that Grantor is failing to perform such construction in progress. Should Beneficiary determine that Grantor is failing to perform such construction in a timely and satisfactory manner, Beneficiary shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Grantor after first affording Grantor a reasonable opportunity to continue the construction in a manner agreeable to Beneficiary.

6. Any sums advanced by Beneficiary for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Grantor to Beneficiary, with interest at the rate specified in the note representing the primary Indebtedness, with thirty (30) days following written demand for payment sent by Beneficiary to Grantor by certified mail at the address set forth above. Receipts for insurance premiums, taxes and repair or construction costs for which Beneficiary has made payment shall serve as conclusive evidence thereof.

7. As additional security Grantor hereby assigns and grants a security interest to Beneficiary in all lease agreements on the Property together with all rents, issues and profits accruing on the Property. Grantor shall have the right to collect and retain the rents as long as Grantor is not in default as provided in Paragraph 9. In the event of default, Beneficiary in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Grantor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three (3) years or less not containing an option to purchase, Beneficiary may declare of the Indebtedness to be immediately due and payable. Beneficiary shall be deemed to have waived such option to accelerate if, prior to or subsequent to the sale or transfer, Beneficiary and Grantor's successor in interest reach an agreement in writing that the credit of such successor in interest is satisfactory to Beneficiary and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. No such consent shall release Grantor from any obligation under the Deed of Trust and the Indebtedness.

If Beneficiary elects to exercise the option to accelerate, Beneficiary shall send Grantor notice of acceleration by certified mail. Such notice shall provide a period of thirty (30) days from the date of mailing within which Grantor may pay the Indebtedness in full. If Grantor fails to pay such Indebtedness prior to the expiration of thirty (30) days, Beneficiary may, without further notice to Grantor, invoke any remedies set forth in this Deed of Trust.

9. Grantor shall be in default under the provisions of this Deed of Trust if Grantor (a) shall fail to comply with any of Grantor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership, limited liability company or an unincorporated association, be dissolved voluntarily or involuntarily, (e) if Beneficiary in good faith deems itself insecure and its prospect of repayment seriously impaired, (f) Grantor defaults on any other obligations to Beneficiary; or (g) Grantor defaults under the terms and provisions of any loan agreement with Beneficiary.

10. Beneficiary may at any time, without giving formal notice to the original or any successor Trustee, or to Grantor, and without regard to the willingness or inability of any such Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Beneficiary be a corporation or an unincorporated association, then any officer, assistant officer, agent or attorney in fact thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Beneficiary is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Beneficiary or by any other owner or holder of the Indebtedness. Forbearance by Beneficiary in exercising any

privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Beneficiary's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Grantor" or "Beneficiary" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto. If there be more than one Grantor, then Grantor's obligations shall be joint and several. Whenever in this deed of trust the context so requires, the singular shall include the plural, and the plural the singular. Notices required herein from Beneficiary to Grantor shall be sent to the address of Grantor shown in this Deed of Trust.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust on the ____ day of ____________, 20________.

____
(Name of Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Indexing Instruction:

Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33.

This Instrument Prepared By and When Recorded, Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: ____________

§ 2-4. Pledge and Security Agreement.

PLEDGE AND SECURITY AGREEMENT

This Pledge and Security Agreement (the "Agreement") is hereby made and entered into as of the __________ day of ______ _____, by and between _______ and _______, adult residents of the State of (Mississippi) (hereinafter the "Pledgors"), and (Parent Company, Inc.), a (Mississippi) corporation (hereinafter the "Pledgee").

WHEREAS, Pledgee has agreed to make a loan to Pledgors in the original principal amount of (Two Hundred Thousand Dollars) (($200,000)) as evidenced by Pledgors' promissory note of even date herewith (the "Note"); and

WHEREAS, Pledgee has agreed to make said loan in order that Pledgors may purchase ((ten thousand) (10,000)) shares of the ($10) par value common capital stock representing all of the issued and outstanding shares of the common capital stock of (ABC Company, Inc.), a (Mississippi) corporation; and

WHEREAS, in consideration of Pledgee having agreed to make said loan, Pledgors have agreed to execute the Note and this Agreement; and

WHEREAS, as security for payment and performance by Pledgors of their obligations, jointly and severally, under the Note and this Agreement and any and all other obligations of Pledgors, jointly or severally, to Pledgee, Pledgors have agreed to pledge to Pledgee and to grant a security interest unto Pledgee in (ten thousand) ((10,000)) shares of the common capital stock of (ABC Company, Inc.,) now owned by Pledgors and such additional shares, if any, of said corporation as may hereafter be owned by Pledgors, or either of them.

NOW, THEREFORE, in consideration of the loan and extension of credit by Pledgee to Pledgors and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgors agree with Pledgee as follows:

1. Pledge of Stock. As collateral security for payment in full of the Note and full performance of their obligations under this Agreement, Pledgors hereby pledge, hypothecate, assign, transfer, set over and deliver unto Pledgee a security interest in and to:

(a) All of the shares of the common capital stock of (ABC Company, Inc.,) which Pledgors now or hereafter own (the "Pledged Securities"); and

(b) All dividends, distributions (including cash and other property) and proceeds of the Pledged Securities and all other securities and other property at any time and from time to time receivable or distributable in respect of or in exchange for any or all such Pledged Securities or additional securities (all the Pledged Securities, proceeds thereof, dividends, distributions, cash and other property collectively the "Pledged Collateral"). Pledgors shall deliver to Pledgee each certificate or instrument representing the capital stock of)ABC Company, Inc.,) owned by Pledgors or in which they or either of them have an interest and all other securities now or hereafter included in the Pledged Collateral, including, without limitation, all certificates of capital stock of (ABC Company, Inc.,) accompanied by stock powers duly executed in blank and by such other instruments or documents as Pledgee shall reasonably request. Stock certificates representing (ten thousand) ((10,000)) shares of the stock of (ABC Company, Inc.,) shall initially be delivered to Pledgee pursuant to this Agreement.

2. Obligations Secured. This Agreement is made, and the security interest created hereby is granted to Pledgee, to secure payment in full of the Note and all of Pledgors' obligations under this Agreement.

3. Pledged Collateral. Pledgors hereby covenant and agree that, until such time as all obligations under the Note and this Agreement have been fully paid and performed:

(a) Pledgors, and each of them, will defend their title to the Pledged Collateral against all claims of all persons whomsoever.

(b) Pledgors will not make or permit to be made in the future any assignment, pledge, hypothecation or transfer of the Pledged Collateral unless such assignment, pledge, hypothecation or transfer is made subject to the lien against the Pledged Collateral created hereunder and will keep the Pledged Collateral free from all levies, attachments, liens, encumbrances, and charges of whatsoever kind or character, whether arising by judicial process or otherwise, and will pay or cause to be paid when due all taxes, fees, assessments and other charges now or hereafter imposed upon the Pledged Collateral; provided that Pledgors may contest in good faith such levies, attachments, liens, encumbrances, charges, taxes, fees or assessments by appropriate proceedings so long as Pledgors shall have adequately protected the interest of Pledgee in the Pledged Collateral.

4. Dividends and Distributions. Any and all dividends and distributions of any kind whatsoever received by Pledgors or distributable to Pledgors, including, without limitation, stock and/or liquidating dividends, cash distributions, distributions of other property, return of capital, distributions of profit or net income or other distributions made on or in respect of the Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of (ABC Company, Inc.,) or received in exchange for

Pledged Securities or any part thereof as a result of any merger, consolidation, acquisition or other exchange of property or assets to which (ABC Company, Inc.,) may be a party or otherwise shall be and become part of the Pledged Collateral and, if received by the Pledgors, shall forthwith be delivered to Pledgee, shall be held subject to this Agreement and, all dividends and other distributions of cash and other property may, at the option of Pledgee, be applied against the indebtedness evidenced by the Note at any time or from time to time as Pledgee shall determine. Pledgee may, at its option, waive the right to receive all or part of such dividends or other distributions at any time, or from time to time. Pledgee's waiver of the right to receive all or any part of any dividend or other distribution shall not operate as a waiver of the right of Pledgee to receive future dividends and other distributions.

5. Adjustments. If, during the term of this Agreement, any share or stock dividend, reclassification, readjustment, recapitalization or other change is declared or made in the capital structure of (ABC Company, Inc.,) or any other company or corporation that shall have issued the Pledged Collateral, all new, substituted and additional shares, stock or other securities issued by reason of any such change shall be held by Pledgee under the terms of this Agreement in the same manner as the shares originally pledged hereunder.

6. Voting Rights.

(a) Unless and until an Event of Default shall have occurred, Pledgors shall be entitled to exercise any and all voting and/or consensual rights and powers accruing to the owner of the Pledged Securities or any part thereof for any purpose not inconsistent with the terms of this Agreement.

(b) Upon the occurrence of an Event of Default or such other event or condition which, with notice or the lapse of time, or both, would constitute an Event of Default, all rights of Pledgors to exercise the voting and/or consensual rights and powers which they are entitled to exercise pursuant to Section 6(a) above shall cease, and all such rights shall thereupon become vested in Pledgee. Pledgee shall then have the sole and exclusive right and authority to exercise such voting and/or consensual rights and powers. In connection herewith, Pledgors hereby irrevocably appoint Pledgee's Agent, (John Andrews), as their true and lawful attorney and proxy with full power to exercise on Pledgors' behalf such voting and/or consensual rights and powers; it being understood that this appointment is coupled with an interest and that the proxy granted hereby shall terminate upon the termination of this Agreement.

7. Registration in Nominee Name; Denomination. Pledgee shall have the right (in its sole and absolute discretion) to hold the certificates or instruments representing any securities now or hereafter included in the Pledged Collateral in the name of Pledgors, or Pledgee, or any nominee of Pledgee, endorsed or assigned in blank or in favor of Pledgee. Pledgee shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose in furtherance of this Agreement as Pledgee may deem desirable.

8. Pledgors' Representations and Warranties. Pledgors hereby represent and warrant to Pledgee that (i) there are no restrictions on the transfer of the Pledged Securities which limits the Pledgors' ability to pledge such shares to Pledgee hereunder, (ii) except for the restrictions created by this Agreement or applicable securities laws, there are no restrictions on the transfer of such shares by Pledgee upon the occurrence of an Event of Default, (iii) Pledgors have good marketable title to the Pledged Securities, (iv) the Pledged Securities are not subject to any prior liens and encumbrances and, therefore, the pledge and security interest granted hereunder to Pledgee is a first lien security interest and pledge, and (v) Pledgors have the right to pledge the Pledged Securities free of any encumbrances and without the consent of any of Pledgors' creditors or any other person or any governmental agency whatsoever.

9. Events of Default. The occurrence of any one or more of the following events or circumstances shall constitute an event of default (an "Event of Default") under this Agreement.

(a) The failure of Pledgors to pay any amount payable under the Note within three (3) days after the due date thereof;

(b) The commission by the Pledgors of any act which may not be cured which, by itself, constitutes a breach of a covenant contained in this Agreement or in the Note;

(c) Any direct or indirect, voluntary or involuntary, mortgage, pledge, hypothecation, encumbrance, sale, assignment or other transfer of the Pledged Securities or any part thereof or any interest therein made or suffered by Pledgors, unless made with the prior written consent of Pledgee or expressly permitted by the terms of this Agreement.

(d) Any representation or warranty made by Pledgors with respect to their obligations to Pledgee shall be breached or shall prove to be untrue in any material respect on the date as of which the same was made which breach or untruth remains uncured for thirty (30) days after written notice thereof from Pledgee to Pledgors;

(e) Pledgors shall default in the due performance of any term, covenant or agreement on their part to be performed or observed pursuant to any of the provisions of this Agreement or the Note or any other agreement between Pledgors and Pledgee which default shall continue for a period of fifteen (15) days after written notice thereof from Pledgee to Pledgors; or

(f) An Event of Default shall have occurred under the Note as defined therein.

10. Remedies Upon Default. If an Event of Default shall have occurred and be continuing, Pledgee may sell the Pledged Securities, or any part thereof, at public or private sale, or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as Pledgee shall deem appropriate subject to the terms hereof or as otherwise provided in the Mississippi Uniform Commercial Code. Pledgee shall be authorized at such sale (if Pledgee deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Pledged Securities for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale Pledgee shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Pledged Securities so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Pledgors; provided, however, that prior to the consummation of such sale Pledgors shall be entitled to redeem this pledge or the Pledged Securities by (i) paying in full all indebtedness under the Note and all other obligations of Pledgee to Pledgors and (ii) any additional costs or expenses incurred by Pledgee in connection with the proposed sale of the Pledged Securities. Pledgee shall give Pledgors not less than ten (10) days written notice of Pledgee's intention to make any such public or private sale or any other disposition of the Pledged Securities. Such notice, in the case of public sale, shall state the time and place for such sale.

Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Pledgee may fix and shall state in the notice of such sale. At any such sale, the Pledged Securities, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels or lots, as Pledgee may (in its sole and absolute discretion) determine. Pledgee shall not be obligated to make any sale of the Pledged Securities if Pledgee shall determine not to do so, regardless of the fact that notice of sale of the Pledged Securities shall have been given. Pledgee may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same is so adjourned.

In case the sale of all or any part of the Pledged Securities is made on credit or for future delivery, the Pledged Securities so sold shall be retained by the Pledgee until the sale price is paid by the purchaser or purchasers thereof, but the Pledgee shall not incur any liability. In case any such purchaser or purchasers shall fail to take up and pay for the Pledged Securities so sold then, in case of any such failure, such Pledged Securities may be sold again upon like notice. At any sale or sales made pursuant to this Section 10, Pledgee may bid for or purchase, free from any claim or right of whatever kind, including any equity of redemption, of Pledgors, any such demand, notice, claim, right or equity being hereby expressly waived and released, any and all of the Pledged Securities offered for sale, and may make any payment on the account thereof by using any claim for money then due and payable to Pledgee by Pledgors as a credit against the purchase price; and Pledgee, upon compliance with the terms of sale, may hold, retain and dispose of the Pledged Securities without further accountability therefor to Pledgors or any third party. Pledgee shall in any such sale make no representation or warranty with respect to the Pledged Securities or any part thereof, and Pledgee shall not be chargeable with any of the obligations or liabilities of Pledgors with respect thereto. Pledgors hereby agree that (i) Pledgors will indemnify and hold Pledgee harmless from and against any and all claims with respect to the Pledged Securities asserted before the taking of actual possession or control of the Pledged Securities by Pledgee pursuant to this Agreement arising out of any act or omission on the part of any party other than Pledgee prior to such taking of actual possession or control by Pledgee, or arising out of any act on the part of the Pledgors or their agent before or after the commencement of such actual possession or control by Pledgee; and (ii) Pledgee shall have no liability or obligation arising out of any such claim. As an alternative to exercising the power of sale herein conferred upon Pledgee, Pledgee may proceed by a suit or suits at law or in equity to collect the indebtedness due under the Note, to foreclose under this Agreement and to sell the Pledged Securities, or any part thereof, pursuant to a judgment or decree of a Court having competent jurisdiction or to seek any other remedy or relief available at law or in equity.

11. Application of Proceeds of Sale. The proceeds of sale of the Pledged Securities sold pursuant to this Agreement shall be applied by Pledgee (in such order as Pledgee shall in Pledgee's sole discretion determine) as follows:

(a) To the payment of all costs and expenses incurred by Pledgee in connection with such sale including, but not limited to, all Court costs and reasonable fees and expenses of attorneys for Pledgee in connection therewith, and to the repayment of all advances made by Pledgee hereunder or under any other agreement between Pledgors and Pledgee for the account of Pledgors and the payment of all other costs and expenses paid and incurred by

Pledgee in connection with the Note and this Agreement, or the exercise of any right or remedy hereunder or under the Note, to the extent that such advances, costs and expenses shall not have been paid previously to Pledgee; and

(b) To the payment in full of the indebtedness under the Note.

Any amount remaining after such applications shall be remitted to Pledgors or as otherwise required by law.

12. Waiver by Pledgors. Except as specifically provided for herein, Pledgors waive demand, notice, protest, appraisement, notice of acceptance of this Agreement, notice of non-payment, presentment, notice of any extension granted, collateral received or delivered or any action taken in reliance thereon; and consents to any extension or postponement of the time of payment of the Note or any other obligation owed by the Pledgors to Pledgee or any other indulgence, to any substitution, exchange or release of any of the collateral securing payment of the Note or to the additional release of any person primarily or secondarily liable therefor without in any way diminishing the liability of Pledgors hereunder or under the Note.

13. No Waiver by Pledgee. No failure on the part of Pledgee to exercise, and no delay in exercising, any right, power, privilege or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power, privilege or remedy by Pledgee preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

14. Termination. The pledge and security interest granted hereunder shall terminate when all of the indebtedness evidenced by the Note and all of the obligations of Pledgors to Pledgee, including all expenses referred to in the Note and in this Agreement, shall have been paid in full, at which time Pledgee shall assign and deliver to Pledgors, or to such person or persons as Pledgors shall designate, against receipts, such of the Pledged Securities (if any) as shall not have been sold or otherwise applied by Pledgee pursuant to the terms hereof and shall then be held by Pledgee hereunder, together with appropriate instruments of reassignment and release; provided, however, that notwithstanding anything to the contrary contained in this Agreement, all of the provisions of this Agreement and the Note shall continue to be effective or shall be reinstated, as the case may be, if any payment hereunder or in connection with the Note or this Agreement is rescinded or otherwise must be returned as a result of the bankruptcy, insolvency, or reorganization of Pledgors or otherwise, all as if such payment had not been made. Any such reassignment shall be without recourse upon or warranty by Pledgee (except as to acts of Pledgee or persons claiming through Pledgee) and at the expense of Pledgors.

15. Notices. All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing, shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, delivery charges prepaid and with acknowledged receipt of delivery, shall be deemed given on the date of acceptance or refusal of acceptance shown on such receipt, and shall be addressed to the party to receive such notice at the following addresses:

If to Pledgors, to

(Name)
____
____

(Name)
____
____

If to Pledgee, to

(Name), President
(Parent Company, Inc.)
____
____

Any party may, by notice as aforesaid, change his or its address for all subsequent notices. Each notice by or on behalf of Pledgee herein named shall be deemed sufficient if signed by Pledgee or Pledgee's counsel and if otherwise given or made in compliance with this Section.

16. Further Assurances. Pledgors, at their own expense, will execute and deliver, from time to time, any and all further or other instruments or documents and perform such acts as Pledgee may reasonably request to effect the purposes of this Agreement and to secure to Pledgee, and to all persons who may, from time to time, be holders of the Note, the benefits of all rights, authorities and remedies conferred upon Pledgee by the terms of this Agreement.

17. Binding Agreement. This Agreement is binding upon and shall inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto, as the case may be, and may not be terminated, modified, or amended, except by a written instrument signed by the parties hereto.

18. Severability. If any provision or part of this Agreement shall be held to be legally invalid or unenforceable such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part of this Agreement and this Agreement shall remain in full force and effect enforceable in accordance with its terms as if such invalid or unenforceable provision were omitted. The parties agree that this Agreement shall be construed as closely as possible to effectuate the intent of the parties.

19. Governing Law. This Agreement is made and executed in the State of (Mississippi) and shall be governed by and construed in accordance with the laws of the State of (Mississippi).

20. Headings. Section headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting this Agreement or the provisions hereof.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PLEDGORS:

____
(Name)

____
(Name)

PLEDGEE:

PARENT COMPANY, INC.

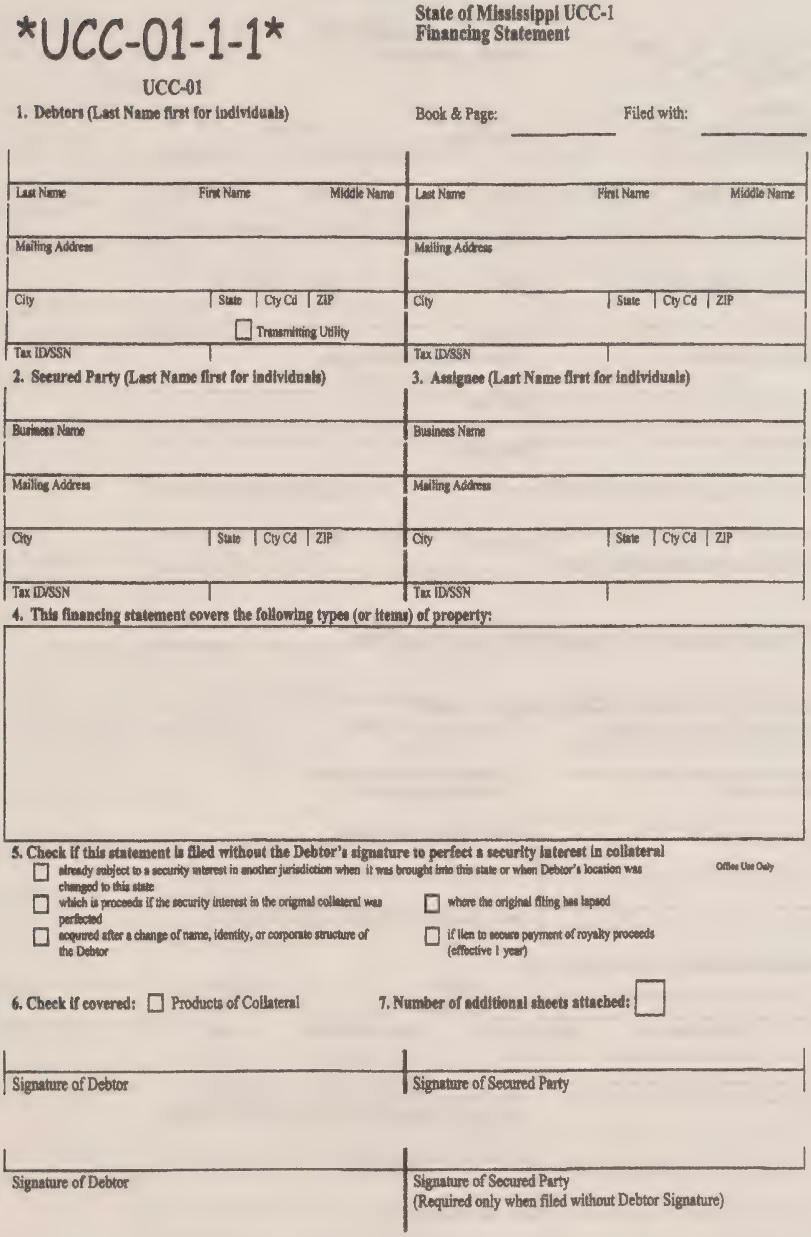
BY:__________________________
(Name), President

ATTEST:

____
Secretary

§ 2-5. Original Financing Statement — UCC-01.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



UCC-01-1-1

UCC-01

State of Mississippi UCC-1
Financing Statement

1. Debtors (Last Name first for individuals)

Book & Page: ____ Filed with: ____

Last Name First Name Middle Name	Last Name First Name Middle Name
Mailing Address	Mailing Address
City | State | Cty Cd | ZIP	City | State | Cty Cd | ZIP
☐ Transmitting Utility	
Tax ID/SSN	Tax ID/SSN

2. Secured Party (Last Name first for individuals)	**3. Assignee (Last Name first for individuals)**
Business Name	Business Name
Mailing Address	Mailing Address
City | State | Cty Cd | ZIP	City | State | Cty Cd | ZIP
Tax ID/SSN	Tax ID/SSN

4. This financing statement covers the following types (or items) of property:

5. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral

Office Use Only

☐ already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state

☐ which is proceeds if the security interest in the original collateral was perfected

☐ where the original filing has lapsed

☐ acquired after a change of name, identity, or corporate structure of the Debtor

☐ if lien to secure payment of royalty proceeds (effective 1 year)

6. Check if covered: ☐ Products of Collateral

7. Number of additional sheets attached: ☐

Signature of Debtor

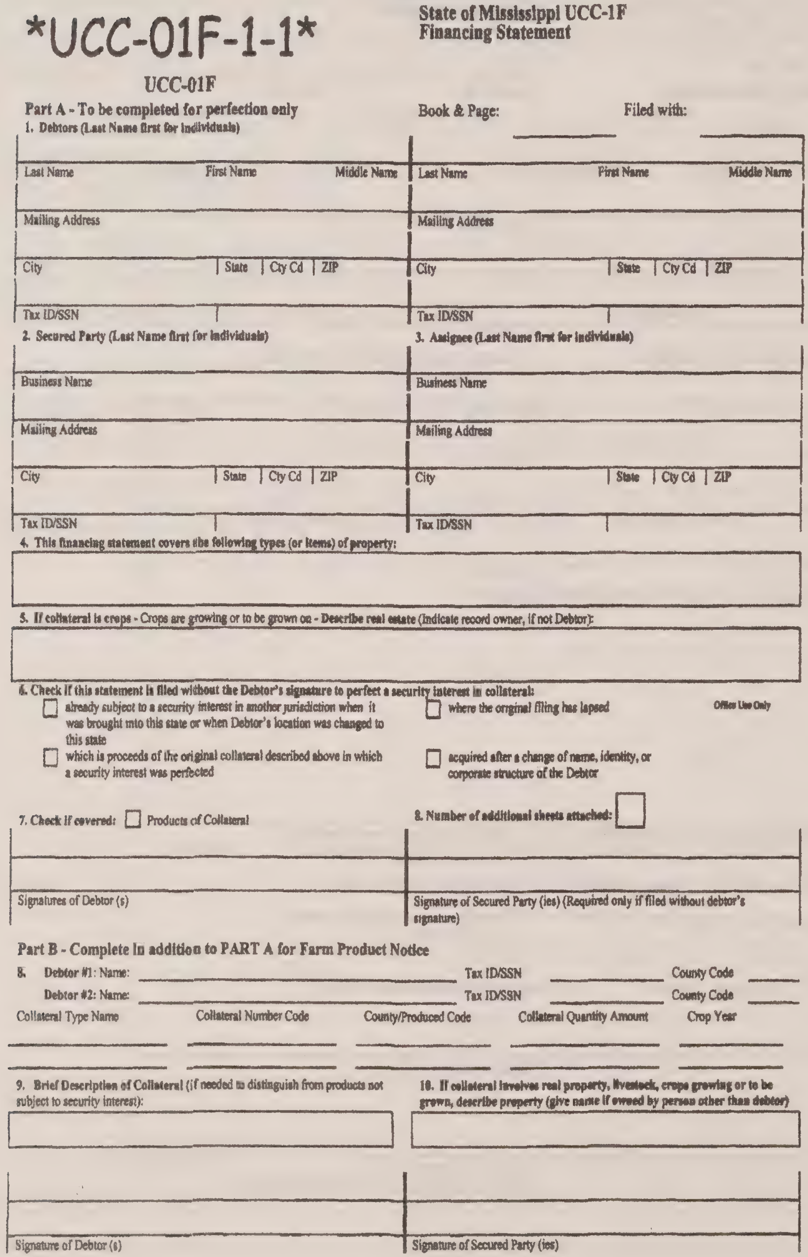
Signature of Secured Party

Signature of Debtor

Signature of Secured Party
(Required only when filed without Debtor Signature)

§ 2-6. Original Financing Statement of Farm Products — UCC-01F.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



UCC-01F-1-1

UCC-01F

State of Mississippi UCC-1F
Financing Statement

Part A - To be completed for perfection only

Book & Page: ____________ Filed with: ____________

1. Debtors (Last Name first for individuals)

Last Name First Name Middle Name	Last Name First Name Middle Name
Mailing Address	Mailing Address
City | State | Cty Cd | ZIP	City | State | Cty Cd | ZIP
Tax ID/SSN	Tax ID/SSN

2. Secured Party (Last Name first for individuals)	**3. Assignee (Last Name first for individuals)**
Business Name	Business Name
Mailing Address	Mailing Address
City | State | Cty Cd | ZIP	City | State | Cty Cd | ZIP
Tax ID/SSN	Tax ID/SSN

4. This financing statement covers the following types (or items) of property:

5. If collateral is crops - Crops are growing or to be grown on - **Describe real estate** (Indicate record owner, if not Debtor):

6. Check if this statement is filed without the Debtor's signature to perfect a security interest in collateral:

☐ already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state

☐ which is proceeds of the original collateral described above in which a security interest was perfected

☐ where the original filing has lapsed

☐ acquired after a change of name, identity, or corporate structure of the Debtor

Office Use Only

7. Check if covered: ☐ Products of Collateral

8. Number of additional sheets attached: ☐

Signatures of Debtor (s)	Signature of Secured Party (ies) (Required only if filed without debtor's signature)

Part B - Complete in addition to PART A for Farm Product Notice

8. Debtor #1: Name: ______________________ Tax ID/SSN ____________ County Code ______

Debtor #2: Name: ______________________ Tax ID/SSN ____________ County Code ______

Collateral Type Name	Collateral Number Code	County/Produced Code	Collateral Quantity Amount	Crop Year

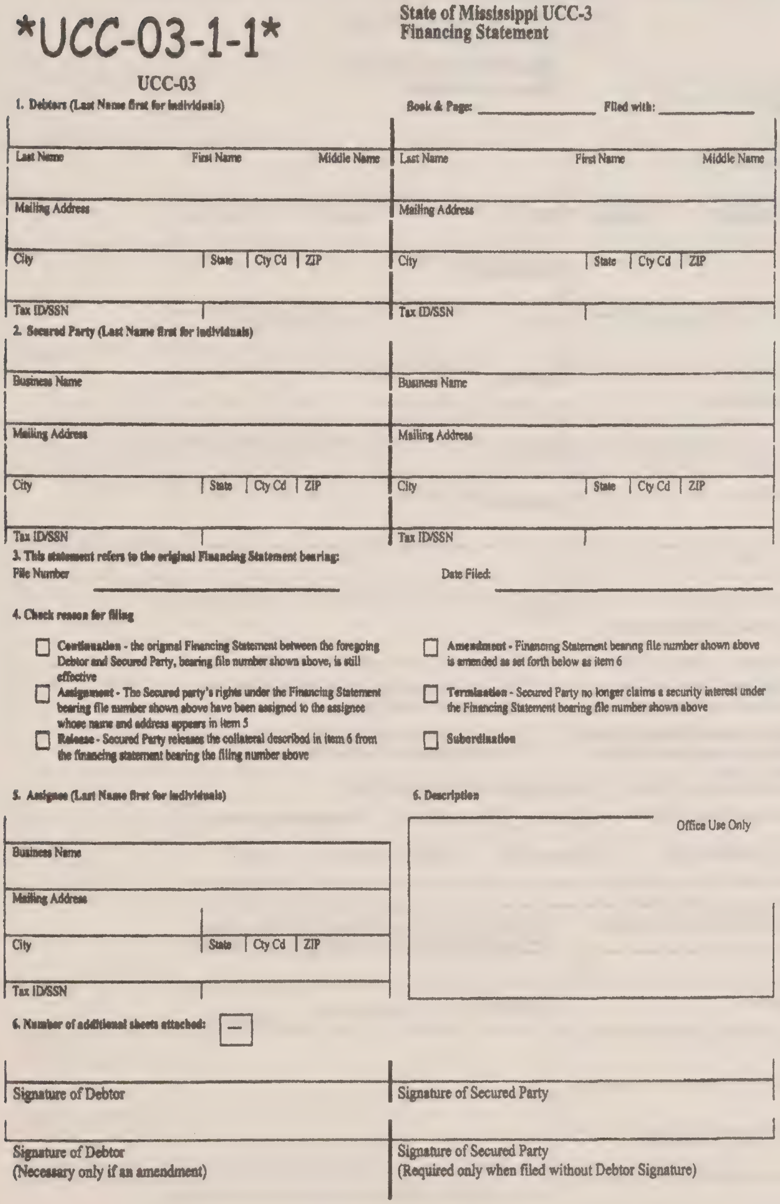
9. Brief Description of Collateral (if needed to distinguish from products not subject to security interest):

10. If collateral involves real property, livestock, crops growing or to be grown, describe property (give name if owned by person other than debtor)

Signature of Debtor (s)	Signature of Secured Party (ies)

§ 2-7. Continutation, Assignment, Release, Amendment, Term — UCC-03.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



UCC-03-1-1

UCC-03

State of Mississippi UCC-3
Financing Statement

1. Debtors (Last Name first for individuals)

Book & Page: __________ **Filed with:** __________

Last Name First Name Middle Name	Last Name First Name Middle Name
Mailing Address	Mailing Address
City State Cty Cd ZIP	City State Cty Cd ZIP
Tax ID/SSN	Tax ID/SSN

2. Secured Party (Last Name first for individuals)

Business Name	Business Name
Mailing Address	Mailing Address
City State Cty Cd ZIP	City State Cty Cd ZIP
Tax ID/SSN	Tax ID/SSN

3. This statement refers to the original Financing Statement bearing:

File Number __________ Date Filed: __________

4. Check reason for filing

- ☐ **Continuation** - the original Financing Statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- ☐ **Assignment** - The Secured party's rights under the Financing Statement bearing file number shown above have been assigned to the assignee whose name and address appears in item 5
- ☐ **Release** - Secured Party releases the collateral described in item 6 from the financing statement bearing the filing number above
- ☐ **Amendment** - Financing Statement bearing file number shown above is amended as set forth below as item 6
- ☐ **Termination** - Secured Party no longer claims a security interest under the Financing Statement bearing file number shown above
- ☐ **Subordination**

5. Assignee (Last Name first for individuals)

Business Name

Mailing Address

City State Cty Cd ZIP

Tax ID/SSN

6. Description

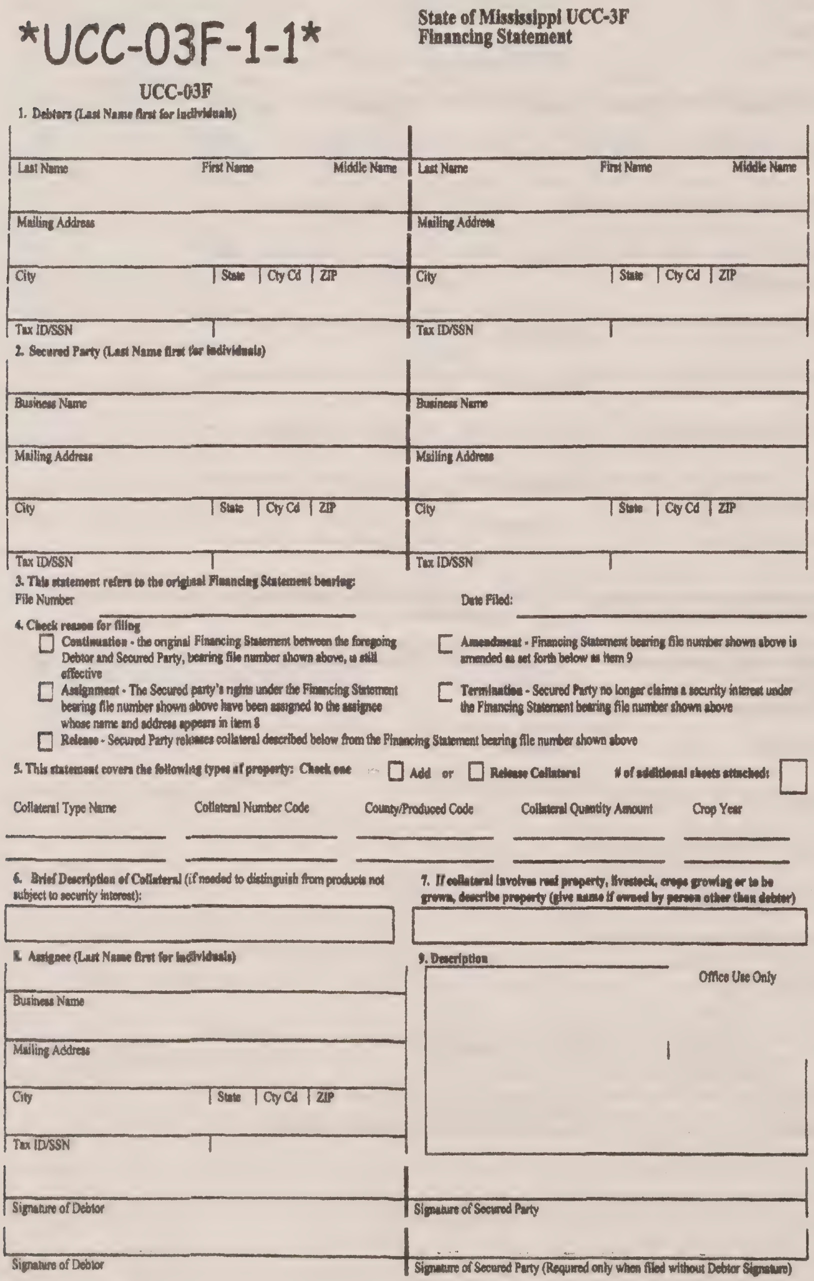
Office Use Only

6. Number of additional sheets attached: ☐

Signature of Debtor	Signature of Secured Party
Signature of Debtor (Necessary only if an amendment)	Signature of Secured Party (Required only when filed without Debtor Signature)

§ 2-8. Continutation, Assignment, Release, Amendment, Term — UCC-03F.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



UCC-03F-1-1

State of Mississippi UCC-3F
Financing Statement

UCC-03F

1. Debtors (Last Name first for individuals)

Last Name First Name Middle Name	Last Name First Name Middle Name
Mailing Address	Mailing Address
City | State | Cty Cd | ZIP	City | State | Cty Cd | ZIP
Tax ID/SSN	Tax ID/SSN

2. Secured Party (Last Name first for individuals)

Business Name	Business Name
Mailing Address	Mailing Address
City | State | Cty Cd | ZIP	City | State | Cty Cd | ZIP
Tax ID/SSN	Tax ID/SSN

3. This statement refers to the original Financing Statement bearing:

File Number ____________________ Date Filed: ____________________

4. Check reason for filing

- ☐ **Continuation** - the original Financing Statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective
- ☐ **Assignment** - The Secured party's rights under the Financing Statement bearing file number shown above have been assigned to the assignee whose name and address appears in item 8
- ☐ **Release** - Secured Party releases collateral described below from the Financing Statement bearing file number shown above
- ☐ **Amendment** - Financing Statement bearing file number shown above is amended as set forth below as item 9
- ☐ **Termination** - Secured Party no longer claims a security interest under the Financing Statement bearing file number shown above

5. This statement covers the following types of property: Check one ☐ **Add or** ☐ **Release Collateral** **# of additional sheets attached:** ☐

Collateral Type Name	Collateral Number Code	County/Produced Code	Collateral Quantity Amount	Crop Year

6. Brief Description of Collateral (if needed to distinguish from products not subject to security interest):

7. If collateral involves real property, livestock, crops growing or to be grown, describe property (give name if owned by person other than debtor)

8. Assignee (Last Name first for individuals)

Business Name

Mailing Address

City | State | Cty Cd | ZIP

Tax ID/SSN

9. Description

Office Use Only

Signature of Debtor

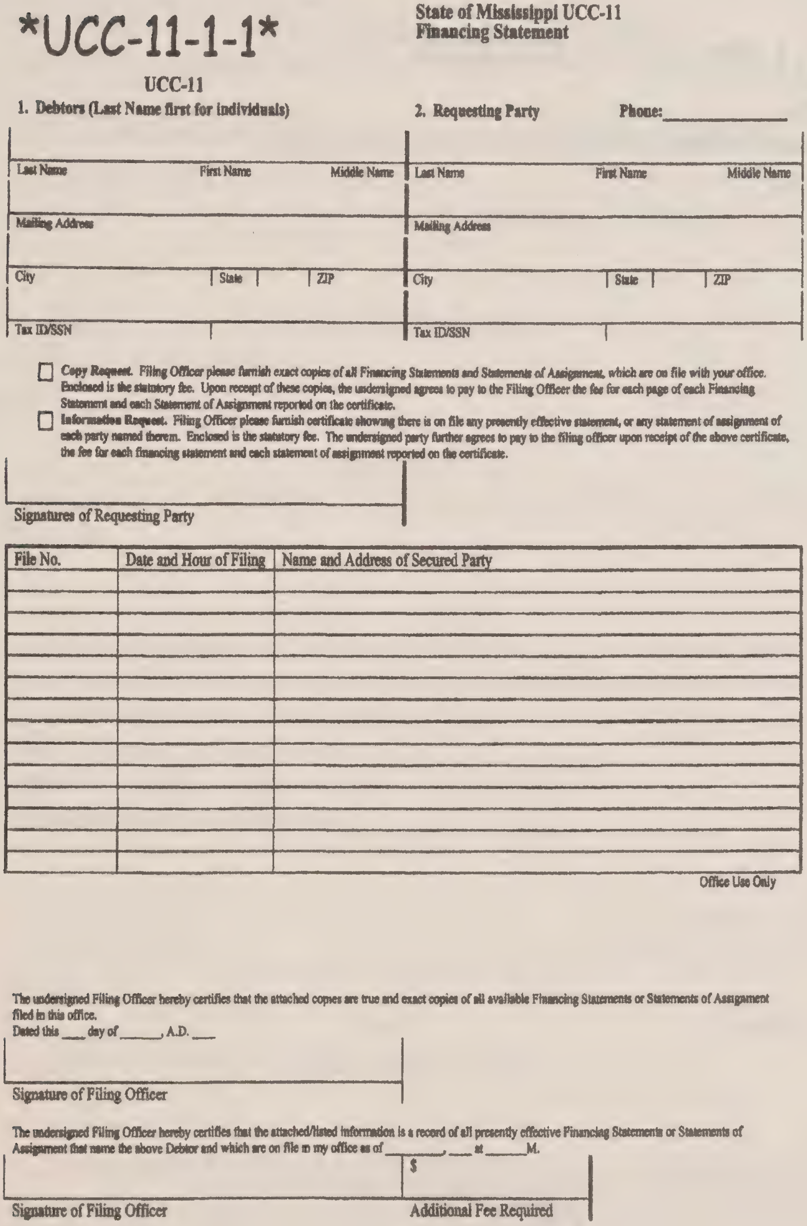
Signature of Secured Party

Signature of Debtor

Signature of Secured Party (Required only when filed without Debtor Signature)

§ 2-9. Search Request — UCC-11.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.



UCC-11-1-1

State of Mississippi UCC-11
Financing Statement

UCC-11

1. Debtors (Last Name first for individuals)	**2. Requesting Party** **Phone:**____________
Last Name First Name Middle Name	Last Name First Name Middle Name
Mailing Address	Mailing Address
City State ZIP	City State ZIP
Tax ID/SSN	Tax ID/SSN

☐ ***Copy Request.*** *Filing Officer please furnish exact copies of all Financing Statements and Statements of Assigament, which are on file with your office.* Enclosed is the statutory fee. Upon receipt of these copies, the undersigned agrees to pay to the Filing Officer the fee for each page of each Financing Statement and each Statement of Assignment reported on the certificate.

☐ **Information Request.** Filing Officer please furnish certificate showing there is on file any presently effective statement, or any statement of assignment of each party named therem. Enclosed is the statutory fee. The undersigned party further agrees to pay to the filing officer upon receipt of the above certificate, the fee for each financing statement and each statement of assignment reported on the certificate.

Signatures of Requesting Party

File No.	Date and Hour of Filing	Name and Address of Secured Party

Office Use Only

The undersigned Filing Officer hereby certifies that the attached copies are true and exact copies of all available Financing Statements or Statements of Assigament filed in this office.
Dated this ___ day of ______, A.D. ___

Signature of Filing Officer

The undersigned Filing Officer hereby certifies that the attached/listed information is a record of all presently effective Financing Statements or Statements of Assigament that name the above Debtor and which are on file in my office as of ________, ___ at ______M.

Signature of Filing Officer

$

Additional Fee Required

§ 2-10. Miscellaneous UCC Information — UCC-E.

This form can be obtained from the Office of the Mississippi Secretary of State, P. O. Box 136, Jackson, MS 39205-0136. Telephone: (601) 359-1333 or visit their website: http://www.sos.state.ms.us.

UCC-E-1-1

State of Mississippi UCC-E
Financing Statement

UCC-E

Extension Sheet for Uniform Commercial Code Forms UCC-1, UCC-1F, UCC-3, UCC-3F, or UCC-11

Signature of Debtor

Signature of Secured Party
Sheet ___ of ___

Chapter 3

FAMILY LAW

§ 3-1. Joint Petition for Divorce — Irreconcilable Differences.
§ 3-2. Financial Disclosure.
§ 3-3. Certificate of Compliance.
§ 3-4. Child Custody, Support and Property Settlement Agreement.
§ 3-5. Agreed Final Judgment of Divorce — Irreconcilable Differences.

§ 3-1. Joint Petition for Divorce — Irreconcilable Differences.

IN THE CHANCERY COURT OF ________ COUNTY, MISSISSIPPI
_____________ JUDICIAL DISTRICT

IN THE MATTER OF THE DISSOLUTION
OF THE MARRIAGE OF _______________
and _________________ CAUSE NO. _________

_______________ ("Husband") and _________________ ("Wife") pursuant to § 93-5-2 of the Mississippi Code of 1972, file this Joint Petition for Divorce:

1.

The parties are adult resident citizens of ______ County, Mississippi and have been bona fide resident citizens of the State of Mississippi for more than six (6) months next preceding the date on which this joint petition is filed. The parties ceased marital cohabitation on ______________. Wife and minor children currently reside at the marital domicile located at ___________________. Husband currently resides at ________________________.

2.

The parties are members of the __________ race and were lawfully married to each other on _____________. _______ children were born of the marriage, namely, __________________, born _______________; and ______________________, born ______________. No other children are expected and Wife is not pregnant at this time.

3.

The parties affirm that the above children are not and have not been the object of any other custody proceeding and that no other party is entitled to or claims entitlement to custody or visitation rights of said children.

4.

The parties are entitled to an absolute divorce on the grounds of irreconcilable differences pursuant to § 93-5-2 of the Mississippi Code of 1972 as amended.

5.

Wife is represented by ____________________ in this action and Husband is represented by ______________________.

6.

The parties anticipate reaching an agreement for the settlement and adjustment of the marital, parental and property rights and obligations arising out of the marriage and such will be subsequently filed with the Court.

WHEREFORE, the parties pray that this Joint Petition for Divorce be received and filed and that upon a final hearing in this matter the Court will award them a final and absolute divorce on the ground of irreconcilable differences. The parties further pray that the Court will incorporate in its final judgment of divorce the expected marital settlement agreement adjusting marital, parental and property rights and obligations of the parties arising out of their marriage relationship.

____
(Husband)

____
(Wife)

APPROVED:

____
(Attorney Name)
Attorney for ______________________

____
(Attorney Name)
Attorney for ______________________

STATE OF MISSISSIPPI
COUNTY OF ___________________

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named _________________________, who after being by me first duly sworn on his oath stated that the facts set out in the above and foregoing Joint Petition for Divorce are true and correct as therein stated.

____
(Husband)

SWORN TO AND SUBSCRIBED BEFORE ME, this the ___ day of ________, 20___.

____
Notary Public

My Commission Expires:

____

STATE OF MISSISSIPPI
COUNTY OF ___________________

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named _________________________, who after being by me first duly sworn on her oath stated that the facts set out in the above and foregoing Joint Petition for Divorce are true and correct as therein stated.

____
(Wife)

SWORN TO AND SUBSCRIBED BEFORE ME, this the ___ day of ________, 20___.

____
Notary Public

My Commission Expires:

____

§ 3-2. Financial Disclosure.

IN THE CHANCERY COURT OF ________________ COUNTY
THE STATE OF MISSISSIPPI

EXHIBIT "A"

____
PLAINTIFF

____
CIVIL ACTION NUMBER

____
DEFENDANT

****

I. GENERAL INFORMATION

Name: ____

Address: ____

City, State And Zip Code: __________________________________

Date of Birth: ________Social Security Number: _____________

Occupation: ____

Employer: ____

Employer's Address: ____________________________________

	NAME	DATE OF BIRTH
MINOR CHILDREN:	____________________	____________________
	____________________	____________________
	____________________	____________________
	____________________	____________________
	____________________	____________________

II. INCOME STATEMENT

A. GROSS MONTHLY INCOME	AMOUNT
1. Salary and Wages, including commissions bonuses, allowance and overtime	1. ____________

NOTE: To arrive at a monthly income figure if paid weekly, multiply weekly income by 4.3. If paid bi-weekly, multiply income by 2.16.

2. Pensions and retirement	2. ____________
3. Social Security	3. ____________
4. Disability and unemployment insurance	4. ____________
5. Public assistance (welfare, AFDC payments, etc.)	5. ____________
6. Dividends and interest	6. ____________
7. Rental income	7. ____________
8. Other income: (Specify) ____________________	8. ____________
9. Other income: (Specify) ____________________	9. ____________
10. TOTAL MONTHLY INCOME	10.____________

B. ITEMIZED MONTHLY DEDUCTIONS:	
1. State Income Taxes	1. ____________
2. Federal Income Taxes	2. ____________
3. Social Security	3. ____________
4. Mandatory Insurance	4. ____________
5. Mandatory Retirement	5. ____________
6. Union or other dues	6. ____________
7. Other: (Specify) ____________________________	7. ____________
8. Other: (Specify) ____________________________	8. ____________
9. TOTAL MONTHLY DEDUCTIONS	9. ____________
10. Number of Exemptions	10.____________

C. NET MONTHLY PAY 11.____________

III. EXPENSE STATEMENT

A. LIVING EXPENSES AS OF ______________________________

	Self	Child/Children
1. Rent/Mortgage (Residence)		
2. Real Property Taxes		
3. Real Property Insurance		
4. Maintenance (Residence)		
5. Food/Household Supplies		
6. Water, Sewer, etc.		
7. Electricity		
8. Gas (Residence)		
9. Telephone		
10. Laundry & Cleaning		
11. Clothing		
12. Insurance (Not payroll deducted)		
13. Medical		
14. Dental		
15. Child Care		
16. Children's allowance		
17. Payment of child support/ alimony (prior marriage)		

18. School Expenses		
19. Entertainment		
20. Incidentals & Miscellaneous		
21. Transportation other than vehicle		
22. Gasoline & Oil		
23. Repair (auto)		
24. Insurance (auto)		
25. Auto Payments		
26. Church donations		
27. Charitable donations		
28. Newspaper/Magazines		
29. Cable TV		
30. Pet Expenses		
31. Yard Expenses		
32. Maid		
33. Retirement (IRA, etc.)		
34. Pest Control		
35. TOTAL LIVING EXPENSES		

36. Installment Payments		
(Notes, loans, charge accounts, etc.)		
a. ______________		
b. ______________		
c. ______________		
d. ______________		
e. ______________		
f. ______________		
D. COMBINED TOTAL EXPENSES		

EXHIBIT "B"

IV. STATEMENT OF ASSETS

A. Real Estate

1. Title in the name of: ____________________
Address: ____________________
Who paid cost: ____________________
How cost paid: ____________________

Value (estimate): ____________________
Mortgage Balance: ____________________
Equity: ____________________

2. Title in the name of: ____________________
Address: ____________________
Who paid cost: ____________________
How cost paid: ____________________
Value (estimate): ____________________
Mortgage Balance: ____________________
Equity: ____________________

**** List mortgage balance also under liabilities on the next page. List the amount of your monthly payment *only* under LIABILITIES.

B. Motor Vehicles

1. Registered in the name of: ____________________
Year: __________ Model: __________ Mileage: __________
Who paid cost: __________ How cost paid: __________

VALUE: ____________________
- Loan balance ____________________
= Equity ____________________

2. Registered in the name of: ____________________
Year: __________ Model: __________ Mileage: __________
Who paid cost: __________ How cost paid: __________

VALUE: ______________________________
- Loan balance ______________________________
= Equity______________________________

C. Other Personal Property (such as home computers, guns, lawnmowers, TVs, jewelry, household furnishings, etc.)

DESCRIPTION	VALUE
______________________________	______________
______________________________	______________
______________________________	______________
______________________________	______________
______________________________	______________
______________________________	______________
TOTAL:	______________

D. Checking/Savings (name of Bank, Account Number and Amount in Account, including CD's, money markets, passbook accounts, etc.)

Name(s) on Account	Bank/Account No.	Type of Account	Balance
______________	______________	______________	________
______________	______________	______________	________
______________	______________	______________	________
______________	______________	______________	________
		TOTAL VALUE	________

E. Other Investments (IRA's, stock(s), mutual funds, pension plans, etc.)

Bank/Account No.	Type of Investment	Balance
______________	______________	________
______________	______________	________
______________	______________	________
______________	______________	________

F. Life Insurance (exclude children)

Insured	Company	Face Amount less any loans	Cash	Beneficiary

TOTAL CASH VALUE (less loans) ____________

G. All Other Assets

Asset	Value

TOTAL VALUE ____________________

TOTAL OF ALL ASSETS $______________________________

V. STATEMENT OF LIABILITIES

A. Liabilities (Include mortgage, car loan, credit cards, personal loans). (Include also under 35-44 on Page 4 of Exhibit "A").

	Creditor	Whose Name(s)	Current Balance Due	Monthly Pmt.	Who Pays
1.					
2.					
3.					
4.					
5.					
6.					
7.					

B. Total Liabilities: $_____________________________________

ACKNOWLEDGMENT OF TRUTHFULNESS

I declare to the Court that the foregoing Exhibits "A" and "B," including attachments, are true and correct and that this declaration was executed on the _______ day of ____________________, A.D., _______.

____
Party's Signature

§ 3-3. Certificate of Compliance.

IN THE CHANCERY COURT OF ____________________ COUNTY
THE STATE OF MISSISSIPPI

EXHIBIT "C"

____
PLAINTIFF

____
CIVIL ACTION NUMBER

____
DEFENDANT

CERTIFICATE OF COMPLIANCE

I, ________________________ (Name of party or attorney), do hereby certify that I have this date complied with Rule 8.05 of the Uniform Chancery Court Rules and that I have mailed and/or delivered a copy of a detailed written statement of actual income and expenses and assets and liabilities to the attorney for the opposing party or the opposing party.

SO CERTIFIED on this the _____ day of __________________, A.D., _______.

____
ATTORNEY FOR OPPOSING PARTY

§ 3-4. Child Custody, Support and Property Settlement Agreement.*

IN THE CHANCERY COURT OF ________ COUNTY, MISSISSIPPI
_______ JUDICIAL DISTRICT

IN THE MATTER OF THE DISSOLUTION
OF THE MARRIAGE OF ______________
and __________________________ CAUSE NO. _______________

CHILD CUSTODY, SUPPORT AND PROPERTY SETTLEMENT AGREEMENT

WHEREAS, __________________ ("Husband"), and ____________________ ("Wife"), are now husband and wife; and

WITNESSETH:

WHEREAS, Husband and Wife were married to each other on __________________;

WHEREAS, irreconcilable differences have arisen and now exist between said parties and they are now living separate and apart, and Husband and Wife have filed for divorce because of said differences; and

WHEREAS, said parties desire to make a mutually acceptable settlement of all property rights between them, and for the custody and maintenance of the minor children born of this marriage, _________________, born ________; and _________________, born ___________;

NOW THEREFORE, for and in consideration of the mutual benefits and advantages accruing to each other and to said children by virtue of this agreement, the undersigned Husband and Wife do hereby solemnly covenant, agree and contract as follows:

I. AGREEMENT TO SEPARATE

The parties may and shall at all times hereafter live and continue to live separate and apart. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she was single and unmarried.

---

* This is a basic agreement. Agreements will vary depending on circumstances.

II. CUSTODY AND VISITATION RIGHTS

A. The parties shall have joint legal custody of the minor children with primary physical custody of the minor children vested in the Wife.

B. Husband shall have liberal opportunities to visit with the children which include:

(1) ALTERNATING WEEKENDS. Husband shall have the children every other weekend from Friday at 6:00 p.m. until the following Sunday at 6:00 p.m.

(2) SUMMER VACATIONS. Two weeks (which may be divided into two (2) one (1) week visits) during the summer vacation of the children, between the dates of June 1 to September 1; provided that Husband gives Wife at least one week advance notice of each summer visitation.

(3) HOLIDAYS.

(i) Thanksgiving. Husband shall have visitation on alternate Thanksgiving holidays, beginning in the year _____, beginning on Wednesday evening at 6:00 p.m. and ending Friday evening at 6:00 p.m. If Thanksgiving falls on a regularly scheduled weekend for Husband's visitation, then such visitation shall be through Sunday evening at 6:00 p.m.

(ii) Mother's Day. Wife shall be entitled to have the children for Mother's Day weekend.

(iii) Father's Day. Husband shall be entitled to have the children for Father's Day weekend.

(iv) Christmas. Husband shall be entitled to have the children visit with him during even years, on Christmas Day beginning December 25, ______, from 2:00 p.m., and for seven (7) consecutive days following Christmas Day. On odd years, Husband shall be entitled to have the children visit with him for seven (7) consecutive days prior to Christmas Day and on Christmas Day until 2:00 p.m.

C. Husband and Wife shall exert every reasonable effort to maintain open communication between the children and the other parent and to foster a feeling of affection between said children and the other parent, and the parties shall consult with each other with regard to the children's education, extracurricular activities, illnesses, operations, birthdays, and other matters of similar importance affecting said children, whose well-being, education and development shall at all times be of paramount consideration. Husband and Wife shall keep each other informed of extracurricular activities, whether they are school, church or otherwise, related to their children so that both parents shall have an opportunity to attend and participate. In the event of an emergency involving the minor children during the visitation with the non-custodial parent, and in which the custodial parent is not available, the non-custodial parent is hereby given the full authority to act in all respects as legal guardian for the purposes of obtaining emergency medical assistance for said minor children.

III. CHILD SUPPORT

In accordance with the Mississippi Child Support Guidelines, Husband shall pay as child support, the sum of ___________ per month for said minor children. Husband also agrees to pay one-half (½) of said minor children's extracurricular activities.

The child support payments shall commence for and in the month ______________, and shall continue on the 1st day of each month thereafter until such time as the minor children reach their majority or are otherwise emancipated. Pursuant to Section 152(e) of the Internal Revenue Code, Wife shall be entitled to the tax exemption for the minor children from _______ forward.

IV. HEALTH INSURANCE AND MEDICAL EXPENSES

A. Husband agrees to provide and maintain health and dental insurance on the minor children until such time as the children reach twenty-one (21) or become emancipated.

B. Husband and Wife shall each pay one-half (1/2) of the medical, dental, orthodontic, drug and optical expenses of the minor children which are not covered by medical insurance.

V. COLLEGE EXPENSES

Husband and Wife agree to each pay ½ of the minor children's education at a Mississippi college or university including, but not limited to, tuition, books, and board and any other necessary expenses. This agreement shall apply so long as the children complete their college education in five years.

VI. NOTICE OF ADDRESS AND TELEPHONE NUMBER

Both Husband and Wife shall keep the other informed of their respective full addresses, including state, city, street, house number and telephone number, if available, unless excused in writing by the Court. Within five (5) days of either party changing home addresses he or she shall so long as the children remain minors, notify in writing the clerk of the Court herein of his or her full new address and shall furnish the other party a copy of said notice whereupon the Court shall docket and file such notice in the cause.

VII. LIFE INSURANCE

Husband and Wife shall each maintain a life insurance policy in the minimum amount of ______________________ on his or her life and shall name the minor children as the sole beneficiary. Each shall provide the other with proof of said insurance within ten (10) days after

Judgment of Divorce has been entered and shall continue to tender proof of maintenance of said policies in an unencumbered state on January 1st of each year thereafter.

VIII. DIVISION OF PERSONAL AND REAL PROPERTY

A. Husband and Wife acknowledge that they own no joint property other than such as may be herein specifically mentioned, and as to any separately owned property that either may own and which is not herein mentioned, the same shall be deemed the exclusive property of such individual owner.

B. Husband agrees to pay to Wife ____________________ as an equitable distribution of the marital funds in the savings and checking accounts.

C. The parties have agreed on the distribution of personal household goods and furnishings. Each shall be entitled to the permanent and exclusive use and ownership of all items of property over which he or she currently exercise and possession.

IX. DEBTS

Husband agrees to be responsible for the following debts incurred during the marriage:

____

____

____

Wife agrees to be responsible for the following debts incurred during the marriage:

____

____

____

All debts incurred by either party after the separation shall be the responsibility of the party who incurred the debt.

X. INCOME TAXES

The parties are entitled to a _________ federal refund in the appropriate amount of _____________ which shall be divided equally between the parties.

The parties additionally agree to divide equally any and all other tax refunds they may receive for the years they filed joint returns.

Neither party is aware of any outstanding joint tax liability; however, if such liability exists, Husband agrees to fully indemnify and hold Wife harmless therefrom.

XI. VEHICLES

A. Wife shall have the sole use, possession and title to the ___________________. Wife shall be responsible for the payment of the indebtedness owed thereon and shall hold Husband harmless for payment of same. Wife specifically acknowledges this debt is solely hers and is not included in the joint debts referred to in this agreement.

B. Husband shall have the sole use, possession and title to the _______________. Husband shall be responsible for the payment of the indebtedness owed thereon and shall hold Wife harmless for payment of same. Husband specifically acknowledges this debt is solely his and is not included in the joint debts referred to in this agreement.

XII. ALIMONY

Husband and Wife each covenant and acknowledge that they do hereby freely and voluntarily waive all their right, claim and demand against each other for permanent alimony, now or in the future. They each covenant that this waiver is made of their own free will and is their own free and independent act, upon consultation with their respective attorneys. All agreements contained in this document for division of their property and payment of debts are by way of child support or property settlement, and not alimony.

XIII. RETIREMENT AND PENSION PLANS

Husband and Wife covenant and acknowledge that they do hereby freely and voluntarily waive all their right, claim, demand and interest in each other's retirement and/or pension plan now or in the future. Husband and Wife covenant and acknowledge that this waiver is their own free and independent act, upon consultation with their respective attorneys.

XIV. FUTURE CLAIMS AGAINST EACH OTHER

A. Subject to the provision of this agreement, each party has remised, released, and forever discharged, and by these presents does for himself or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, release and forever discharge the other of and from all causes of action, claims, rights, or demands whatsoever, in law or in equity, which either of the parties hereto ever had, or now has, against the other, except any and all causes of action for divorce or separation action now pending or hereinafter brought by the other.

B. Each party releases, waives and relinquishes any and all rights which he or she may now have, or may hereafter have, as the other's spouse under the present or future laws of any jurisdiction (a) to share in the state of the other party upon the latter's death; and (b) to act as Executor or Administrator of the other party's estate. This provision is intended to, and shall, constitute mutual waiver by the parties to take against each other's will, now or hereafter in force, under the present or future laws of any jurisdiction whatsoever. The consideration for each party's waiver and release is the other party's reciprocal waiver and release, to relinquish any and all rights in and to each other's estate, including the right of set-off, any and all distributed shares, and all rights of election presently for in any statute of this or any other jurisdiction.

C. Each party is specifically enjoined from harassing the other party in any manner whatsoever or to interfere with his or her right to happiness.

XV. VALIDITY OF AGREEMENT

This agreement shall not be invalidated or otherwise affected by reconciliation between the parties hereto, or a resumption of marital relations between them unless said reconciliation and said resumption is documented by a written statement executed and acknowledged by the parties, with respect to said reconciliation and resumption, setting forth that they are canceling this agreement.

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and each party acknowledges that there are no other or further agreements not expressly included herein, and this agreement may be modified, altered or amended only in writing, duly notarized and signed by each in the form of this original.

XVII. INCORPORATION OF AGREEMENT INTO FINAL JUDGMENT OF DIVORCE

A. This agreement is not contingent upon either party obtaining a decree, judgment, separation, or divorce in any court, and it may be enforced independently of such decree or judgment; however, the parties agree, stipulate, and consent that the provisions of this agreement may be incorporated into any judgment of divorce entered in the action to be filed in ________ County, Mississippi, or other court, with prior consent of said court. Further, this agreement shall estop and preclude either party from making other or further demand and claims upon the other not included herein, except that such legal action may be taken by either party as is necessary to enforce the terms and provisions hereof.

B. All matters affecting the interpretation of this agreement and the rights of the parties hereto shall be governed under the laws of the State of Mississippi.

XVIII. EXECUTION OF NECESSARY DOCUMENTS

Husband and Wife shall at any and all times, upon request by the other party or his or her legal representative, make, excuse, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to this agreement, without charge therefore.

XIX. REPRESENTATION OF COUNSEL

Both parties represent and acknowledge that they are represented, have fully read this agreement and have carefully considered same and have signed and executed same freely and voluntarily, with advice of their respective counsel and that this agreement shall become legally binding as between the parties upon execution of same and may be used in the event of a divorce.

XX. ATTORNEY'S FEES

The parties acknowledge that each shall pay their own legal fees.

This Agreement executed on this the _____ day of ______________________, 20______.

____

This Agreement executed on this the _____ day of ______________________, 20______.

____

APPROVED AS TO FORM AND CONTENT:

____

ATTORNEY FOR ________________________

____

ATTORNEY FOR ________________________

STATE OF MISSISSIPPI
COUNTY OF ____________________________

PERSONALLY came and appeared before me, the undersigned authority in and for the state and county aforesaid, the within named ____________________, who acknowledged that he executed, signed and delivered the above and foregoing Agreement on the day and year and for the purposes therein mentioned as his own free act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ______ day of ________________________________, 20______.

____
Notary Public

My Commission Expires:

____

STATE OF MISSISSIPPI
COUNTY OF ____________________

PERSONALLY came and appeared before me, the undersigned authority in and for the state and county aforesaid, the within named ____________________, who acknowledged that she executed, signed and delivered the above and foregoing Agreement on the day and year and for the purposes therein mentioned as her own free act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ______ day of ____________________________________, 20______.

____
Notary Public

My Commission Expires:

____

§ 3-5. Agreed Final Judgment of Divorce — Irreconcilable Differences.

IN THE CHANCERY COURT OF ____________ COUNTY, MISSISSIPPI
______ JUDICIAL DISTRICT

IN THE MATTER OF THE DISSOLUTION
OF THE MARRIAGE OF ______________
and ___________________ CAUSE NO. _______

AGREED FINAL JUDGMENT OF DIVORCE — IRRECONCILABLE DIFFERENCES

THIS DAY THIS CAUSE came on to be heard on the Joint Petition for Divorce filed herein by ___________________ ("Husband") and _________________ ("Wife"), and the Child Custody, Support and Property Settlement Agreement executed by the parties, and the Court being fully advised in the premises finds as follows:

1. Husband and Wife were both adult resident citizens of ___________ County, Mississippi, residing at ____________________ at the time of their separation and when their petition for divorce was filed. Currently, Husband resides at ______________________. The parties minor children reside with Wife at ________________________.

2. The parties have been actual bona fide adult resident citizens of the State of Mississippi for more than six months immediately preceding the filing of the Petition for Divorce herein, and were separated in _________ County, Mississippi on _____________. This Court has full jurisdiction over the parties and the subject matter hereof.

3. Both are members of the ______ race and were lawfully married to each other on ________. Two children were born of the marriage, namely, ________________, born _________; and __________________, born ________. No other children are expected and Wife is not pregnant at this time.

4. The parties are entitled to be divorced on the grounds of irreconcilable differences pursuant to § 93-5-2 of the Mississippi Code of 1972, as amended.

5. The parties have made adequate and sufficient provisions by written agreement for the settlement of any property rights of the marriage. The Child Custody, Support and Property Settlement Agreement is hereby incorporated into this Judgment as if copied in full herein.

6. The necessity for a withholding order is unnecessary at this time and is hereby waived.

IT IS THEREFORE ORDERED AND ADJUDGED, that Husband and Wife be and are hereby divorced and the marital contract and obligations existing between them be and are hereby set aside and held for naught. The parties are further ordered to comply with the provisions of the Property Settlement Agreement incorporated herein.

ORDERED AND ADJUDGED, this the ______ day of _________________, 20_______.

____
CHANCELLOR

AGREED:

____
HUSBAND

____
WIFE

APPROVED:

____

Attorney for ___________________________

____

Attorney for ___________________________

Chapter 4

GENERAL LITIGATION

Part 1. Miscellaneous Litigation Forms.

§ 4-1. Entry of Appearance.
§ 4-2. Conditional Assumption of Defense and Indemnification Letter.
§ 4-3. Subpoena Duces Tecum.
§ 4-4. Motion to Quash Subpoena.
§ 4-5. Notice of Hearing.
§ 4-6. Motion to Partially Quash Subpoena Duces Tecum and for Protective Order.
§ 4-7. Protective Order.
§ 4-8. Authorization for Release of Records.
§ 4-9. Notice of Deposition.
§ 4-10. Defendants' Notice of 30(b)(6) Deposition.
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§ 4-12. Full, Complete, and Final Settlement Release.
§ 4-13. Confidential Full, Final and Complete Release.
§ 4-14. Agreed Order of Dismissal with Prejudice.
§ 4-15. Petition for Approval of Third Party Settlement and Settlement of Workers' Compensation Claim.
§ 4-16. Order Approving Third Party Settlement and Settlement of Workers' Compensation Claim.
§ 4-17. Petition for Authority to Compromise Claim of Minor.
§ 4-18. Decree Authorizing Compromise of Claim of Minor.

Part 2. Mississippi Rules Of Civil Procedure Forms.

§ 4-19. Summons and Proof of Service — Rules of Civil Procedure Form 1A.
§ 4-20. Summons and Sheriff's Return — Rules of Civil Procedure Form 1AA.
§ 4-21. Notice and Acknowledgement for Service by Mail — Rules of Civil Procedure Form 1B.
§ 4-22. Summons by Publication — Rules of Civil Procedure Form 1C.
§ 4-23. Rule 81 Summons (Sheriff or Process Server) — Rules of Civil Procedure Form 1D.
§ 4-24. Rule 81 Summons (Summons by Publication) — Rules of Civil Procedure Form 1DD.
§ 4-25. Waiver of Process — Rules of Civil Procedure Form 1E.
§ 4-26. Complaint on a Promissory Note — Rules of Civil Procedure Form 2.
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§ 4-28. Complaint for Specific Performance — Rules of Civil Procedure Form 4.
§ 4-29. Complaint on an Open Account — Rules of Civil Procedure Form 5.
§ 4-30. Complaint on Account Stated — Rules of Civil Procedure Form 6.
§ 4-31. Complaint for Goods Sold and Delivered — Rules of Civil Procedure Form 7.
§ 4-32. Complaint for Work and Labor Done — Rules of Civil Procedure Form 8.
§ 4-33. Complaint for Money Lent — Rules of Civil Procedure Form 9.
§ 4-34. Complaint for Money Paid by Mistake — Rules of Civil Procedure Form 10.
§ 4-35. Complaint for Money Had and Received — Rules of Civil Procedure Form 11.
§ 4-36. Complaint for Money Paid by Plaintiff for Defendant — Rules of Civil Procedure Form 12.
§ 4-37. Complaint on a Policy of Life Insurance — Rules of Civil Procedure Form 13.
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§ 4-39. Complaint for Negligence or Wantonness — Rules of Civil Procedure Form 15.
§ 4-40. Complaint Assault and Battery — Rules of Civil Procedure Form 16.
§ 4-41. Complaint for False Imprisonment — Rules of Civil Procedure Form 17.

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§ 4-53. Motion by Plaintiff to Add Defendant — Federal Rules of Civil Procedure Form 29.
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§ 4-56. Answer to Complaint Set Forth in Form 11 with Counter-Claim for Interpleader — Federal Rules of Civil Procedure Form 32.
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§ 4-65. Certificate of Compliance with Rule 11(b)(1) — Rules of Appellate Procedure Form 3
§ 4-66. Affidavit to Accompany Motion for Leave to Appeal in Forma Pauperis — Rules of Appellate Procedure Form 4.
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§ 4-69. Notice of Receipt of Original Deposition.
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Part 1. Miscellaneous Forms.

§ 4-1. Entry of Appearance.

IN THE CHANCERY COURT ____________
COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
________________, DECEASED NO.__________

ENTRY OF APPEARANCE

COMES NOW [name and address of party], and enters its appearance in this cause.

This the _____ day of _______________, 20______.

____

BY: ____________________
Name

____
Title

§ 4-2. Conditional Assumption of Defense and Indemnification Letter.

____
(Date)

____
____
____
____

RE: ___________________

Dear ____________:

This will acknowledge receipt of your correspondence requesting indemnification of ________________ in connection with the above litigation. ____________ is willing to undertake the defense of your clients under the following terms and conditions:

1. That the dealers made no unauthorized warranties or representations, whether express or implied, in connection with the vehicle which is the subject of this action.

2. That the dealers performed no service or maintenance to the part(s) of the vehicle which plaintiff claims is defective.

3. That if the allegations in this case or facts as revealed by investigation or discovery should indicate a basis for liability of the dealers that is independent of design or manufacture of the vehicle in question, then the defense of the dealers by ___________ will be withdrawn, and the dealers will then be obligated upon reasonable notice by __________, to assume its own defense from that point forward.

4. That if it should become necessary for the defense of the dealers to be withdrawn, the dealers agree that defense counsel may continue to defend Nissan without any suggestion of impropriety or conflict of interest in regard to such continued representation and that, in such event, the dealers waive their right to contend that conflict of interest or attorney-client privilege requires disqualification of that attorney and that firm.

5. That this agreement to indemnify and defend is not retroactive but shall be prospective only.

6. That the dealers shall fully cooperate with ___________ and its attorneys in the defense of this lawsuit.

Please acknowledge this agreement by providing your signature and date in the space provided below. In addition, please return this agreement to the undersigned on or before _______ ________, 20________.

Please also have a representative of the dealerships sign the acknowledgment at the bottom of this letter.

At this time, you should immediately forward a complete copy of your file (including sales and service documents) on the vehicle involved in this matter to me. I will be representing your interests from the date this letter is signed and returned.

Very truly yours,

BY: ______________________

I have carefully read the foregoing letter and understand the meaning and effect of the contents therein.

Dated: _________________ ________________________________
(Representative of dealers)

Dated: _________________ ________________________________
(Counsel for____________)

§ 4-3. Subpoena Duces Tecum.

TO: ______________________

YOU ARE REQUIRED to produce true and correct, certified copies of any and all records, including but not limited to hospital records, nurses' notes, doctors' notes, any and all nurses' and doctors' logs and all detail billing files, pharmacy/prescription records, including but not limited to the names of the physicians who prescribed the medications, maintained in your office pertaining to _______________ (DOB:), pursuant to Rule 45 Miss. R. Civ. P., and Miss. Code Ann. 1972 Section 41-9-101 (1972), *et seq.*

You may comply with this Subpoena Duces Tecum by mailing such records to Attorney Name, [Address], with an affidavit from the records custodian, as required by Miss. Code Ann. Section 41-9-103, without the necessity of being deposed in the above action on behalf of the [Party] by [Date].

Do not send any records until after ten days have passed from the date you were served with the subpoena.

FAIL NOT TO COMPLY UNDER PENALTY OF LAW.

ISSUED this the ______ day of _________, 20______.

____
COUNTY CIRCUIT CLERK

BY:_________________________ D.C.

ISSUED AT THE REQUEST OF:

____
[Name and Address of Counsel]

RETURN OF SERVICE

I, ________________________, process server, hereby certify that I have this day personally served the foregoing Subpoena Duces Tecum by delivering a true and correct copy thereof on ________________________ at the office of, on this the ______ day of _______________, 20_______.

____
Process Server

Address: ______________________________

____

CERTIFICATE OF SERVICE

I, Name, attorney for _________________, a professional association, hereby certify that I have this day caused to be mailed by United States mail, postage prepaid, true and correct copies of the above and foregoing Subpoena Duces Tecum to: ____.

This the _____ day of ____________, 20________.

____
Name

§ 4-4. Motion to Quash Subpoena.

IN THE CHANCERY COURT OF __________ COUNTY, MISSISSIPPI

________________, PLAINTIFF

v. CIVIL ACTION NO. _______

________________, DEFENDANT

COMES NOW _______________ and for its motion to quash subpoena says:

1. On ________, 20____, __________ was served with a copy of a subpoena, a true and correct copy of which is attached hereto as Exhibit "A" and fully incorporated herein by reference. The attorney was not authorized to accept service of the subpoena.

2. Contrary to the provisions of Rule 45 of the Mississippi Rules of Civil Procedure ____[state reasons]____. Accordingly, service of the subpoena was improper, insufficient and ineffective.

3. Additionally, _____________ is a corporation organized under the laws of the State of Name, and is a non-resident of the State of Mississippi. A non-resident of Mississippi may be required to attend and give testimony only in the county wherein he is served, in this case Hinds County, Mississippi.

4. The subpoena otherwise subjects ___________ to undue burden or expense.

5. ____________ reserves the right to assert additional grounds in support of this motion at the hearing hereon.

WHEREFORE, PREMISES CONSIDERED, ________ prays that the subpoena be quashed and for such other relief as is just and proper in the premises.

Respectfully submitted,

____
Name

By:________________________
Of Counsel

OF COUNSEL:

____
Name and address

§ 4-5. Notice of Hearing.

PLEASE TAKE NOTICE that the defendant, ________, will bring its Motion to Quash Subpoena on for hearing before the Honorable _______, Chancery Judge, at the ___________ County Courthouse in _______________, Mississippi, on __(day)__, (date)___________, at __(time)______, or as soon thereafter as counsel may be heard.

This the _______ day of _________, 20______.

Respectfully submitted,

____
Name

By:________________________
Of Counsel

CERTIFICATE OF SERVICE

This is to certify that I have this day caused to be mailed, by United States mail, postage prepaid, a true and correct copy of the above and foregoing Motion to Quash Subpoena and Notice of Hearing to:

____
[Name and Address]

This the ______ day of ______________, 20______.

____
Of Counsel

§ 4-6. Motion to Partially Quash Subpoena Duces Tecum and for Protective Order.

IN THE CHANCERY COURT OF _______ COUNTY, MISSISSIPPI

_________________, PLAINTIFF

v.

________________, DEFENDANT

MOTION TO PARTIALLY QUASH SUBPOENA DUCES TECUM AND FOR PROTECTIVE ORDER

COMES NOW the defendant, _________, through counsel, and moves that the Court enter its order partially quashing a subpoena duces tecum (Exhibit "1") served by the _________ upon ________, and entering a protective order stating that certain documents called for by the subpoena need not be produced. In support of its motion, _________ states as follows:

_______________________ (state grounds) ____________________________

WHEREFORE, PREMISES CONSIDERED, _________ respectfully moves the Court to partially quash the subpoena duces tecum attached hereto as Exhibit "1" and enter a protective order providing that

____

____

_________________________.

This the _____ day of ___________, 20______.

Respectfully submitted,

____
Defendant

BY: _________________________________
Counsel of Record for Defendant,

____
Name and Address

CERTIFICATE OF SERVICE

I, _____________, do hereby certify that I have this day caused to be served by U.S. Mail, postage prepaid, a true and correct copy of the above and foregoing document to:

____
Name and Address

THIS, the _____ day of ___________, 20_______.

____
Name

§ 4-7. Protective Order.

IN THE CIRCUIT COURT OF ____________ COUNTY, MISSISSIPPI

____________________, PLAINTIFF

v.

____________________, DEFENDANTS

PROTECTIVE ORDER

In order to preserve and maintain the confidentiality of certain documents to be produced by ______________ and ____________, defendants in this action, and good cause having been shown, it is hereby ordered that:

1. The documents to be produced by _______________ and __________, ("defendants") to plaintiff during discovery in this litigation which contain trade secret or other confidential research, development, marketing or commercial information shall hereafter be referred to as "Protected Documents".

When used in this Order, the word "documents" means all written materials, computer documents, videotapes, answers to interrogatories, responses to requests for production, deposition transcripts, and all other tangible items. Except as otherwise indicated below, documents designated by defendants as "Protected Documents'" that are produced or delivered by defendants to plaintiff or his attorneys, consultants, agents, or experts in this action shall be given confidential treatment as described below. "Protected Documents" shall be labeled with language to the effect "Confidential" or "Protective Order."

2. The burden of proving that a "Protected Document" contains trade secret or other confidential research, development, marketing or commercial information is on defendants. If plaintiff disagrees with the designation of any document, plaintiff will so notify defendants in writing. Defendants will timely apply to this Court to set a hearing for the purpose of establishing that said document was properly designated. Plaintiff will treat any document so designated as protected while defendants seek the Court's ruling on the disputed document. Defendants must make prompt efforts to set the hearing.

3. Both the "Protected Documents" and the information contained therein shall be treated as confidential and used only in the prosecution and defense of the styled litigation. Except upon the prior written consent of the defendant or upon further order of this Court, the Protected Documents or information contained therein may be shown, disseminated, or disclosed only to the following persons:

(a) Plaintiff's counsel of record in this case, including other members of counsel's law firm;

(b) Employees of plaintiff's counsel who assist in the preparation or trial of this case;

(c) Experts and consultants retained by the plaintiff for the preparation or trial of this case, provided that no disclosure shall be made to any expert or consultant who is employed by a competitor of defendants; and

(d) The Court, the Court's staff, witnesses, and the jury in this case.

4. Before showing or divulging the contents of any Protected Documents to any person identified in Paragraph 3. (c), counsel for the plaintiff shall first obtain a signed dated statement from each such person indicating that the person is familiar with the terms of this Protected Order and agrees to be bound by its terms. The requirement of obtaining such a statement may be satisfied by obtaining the dated signature of any such person on a copy of this Order. Plaintiff's counsel shall be responsible for maintaining in their files the statements and Protective Orders signed by each person receiving materials pursuant to Paragraph 3. and its sub-sections.

5. At the conclusion of this litigation, all "Protected Documents," statements and Protective Orders executed under Section 3(c), including all copies, shall be returned to the defendants through its counsel of record.

6. To the extent that "Protected Documents" or information contained therein are used in the taking of depositions, such documents or information shall remain subject to the provisions of this Order.

7. This Protective Order shall not apply to the disclosure of "Protected Documents" or the information contained therein at the time of trial, through the receipt of "Protected Documents" into evidence or through the testimony of witnesses. The closure of trial proceedings and sealing of the record of a trial involve considerations not presently before the Court. These issues may be taken up as a separate matter upon the motion of any of the parties at the threshold of the trial and none of the parties waive any rights or arguments relating thereto by entering into this agreed Protective Order.

8. This Order shall be binding upon the parties hereto, upon their attorneys, and upon the parties' and their attorneys' successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, independent contractors, or other persons or organizations over which they have control.

This the _______ day of ________, 20_______.

____
Circuit Court Judge

AGREED AND APPROVED:

____
Attorney for Plaintiff

____
Attorney for Defendants

§ 4-8. Authorization for Release of Records.

TO WHOM IT MAY CONCERN:

This to authorize the release of all hospital office and medical records, regardless of the date thereof, pertaining to any illness or injury of ________________ (SSN: __________________; DOB: ____________), to _______________, or any representative, or investigator from that office, concerning the undersigned. The medical privilege of confidentiality existing between the doctors, medical clinics, hospitals, pharmacies, and other medical professionals and the undersigned is hereby waived, and the release of all records relating to or pertaining to __________________ is hereby authorized.

This authorization includes, without limitation, all hospital admissions and discharge records, all doctors' notes, progress reports, x-rays, test results, nurses' notes, correspondence, bills, all records of personal history and all other documents of any nature whatsoever that you may have pertaining to _________________________________.

You are also authorized and directed to treat a copy of this authorization for information as if it were the original.

This does not authorize you to conduct ex-parte conversations with anyone other than the patient and her attorney.

WITNESS MY SIGNATURE, this the ______ day of __________, 20_______.

____

STATE OF MISSISSIPPI
COUNTY OF ________________

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _________, 20_____.

____
Notary Public

My Commission Expires:

____

§ 4-9. Notice of Deposition.

PLEASE TAKE NOTICE, that the Defendants, _______________ pursuant to Rule 30 of the Mississippi Rules of Civil Procedure, will take the deposition of _________ on __________, 20__________ at ____[time and location]______.

The oral examination will continue from day to day until completed, and will be conducted before an officer authorized to administer oaths. You are invited to attend and to take part in the examination as you may deem fit and proper.

Respectfully submitted,

BY:________________________
[Name of Counsel]

OF COUNSEL:

____
[Name and Address of Counsel]

CERTIFICATE OF SERVICE

I, __[Name of Counsel]_____, do hereby certify that I have this day served, by United States Mail, postage prepaid, a true and correct copy of the above and foregoing pleading to the following:

This the _____ day of ____________, 20_______.

____
[Name of Counsel]

§ 4-10. Defendants' Notice of 30(b)(6) Deposition.

IN THE CIRCUIT COURT OF _______ COUNTY, MISSISSIPPI

_____________, PLAINTIFF

v. CIVIL ACTION NO. _________

_____________, DEFENDANTS

TO:____________________

COME NOW the defendants, _______________ and _________________, by and through their attorneys, and pursuant to the Mississippi Rules of Civil Procedure, request the plaintiff, ________________, to designate one or more officers, directors, or managing agents, pursuant to Miss. R. Civ. P. 30(b)(6), to testify to the following matters on __(day)__, ____(date)____, at 9:00 a.m. at the law offices of _________________:

1. ________________________________
2. ________________________________
3. ________________________________
4. ________________________________

DOCUMENT REQUEST

Further, and pursuant to M.R.C.P. 30(b)(5), the defendants request that all documents supporting, concerning, referenced or identified in the deposition topics above be produced at the time of the taking of this deposition, including the original of the claims files produced by ____________.

Respectfully submitted,

BY:____________________

OF COUNSEL:

____

CERTIFICATE OF SERVICE

I, _______________, one of the attorneys of record for the defendants, certify that I have this day forwarded, via United States mail, postage prepaid, a true and correct copy of the above and foregoing Notice of Deposition to the following:

____
____
____
____

This the _____day of _______, 20_______.

____
Attorney for Defendants

§ 4-11. Expert Designations by Defendants.

IN THE UNITED STATES DISTRICT COURT
FOR THE ________ DISTRICT OF MISSISSIPPI
________ DIVISION

__________________, PLAINTIFF

v. CIVIL ACTION NO. ___________

__________________, DEFENDANTS

EXPERT DESIGNATIONS BY DEFENDANTS

____________________ and ____________, (collectively "defendants"), pursuant to Rule 26(a)(2) F.R.C.P. disclose the following persons who may be used at trial to present evidence under Rule 702, 703, or 705 of the Federal Rules of Evidence:

1. ________________________________
2. ________________________________
3. ________________________________

Attached to the service copies of this paper as exhibits "A" through "C" respectively are the written reports prepared and signed by each listed expert witness. The vocational rehabilitation, or medical personnel listed are expected to testify consistent with their records already provided to plaintiff's counsel.

Defendants reserve the right to supplement the report pursuant to Rule 26(a)(2)(C) and (e) F.R.C.P.

Respectfully submitted,

BY: __________________________

Of Counsel:

____

CERTIFICATE OF SERVICE

I, ____________________________, one of the attorneys of record for the defendant,_______________, certify that I have this day forwarded, via United States mail, postage prepaid, a true and correct of the above and foregoing document to the following attorneys of record for the plaintiff:

____

____

This the _______ day of _____, 20_______.

____

§ 4-12. Full, Complete, and Final Settlement Release.

STATE OF MISSISSIPPI

COUNTY OF __________

FULL, COMPLETE, AND FINAL SETTLEMENT RELEASE

The __________ day of ______________, 20________, by and between ______________, individually, and _____________________ their assigns, employees, representatives, agents, professional corporations, partners, insurers, subsidiaries, principals and heirs, hereinafter referred to as Releasees.

FOR AND IN CONSIDERATION of the sum of Fifty Thousand Dollars ($50,000), cash in hand paid in a lump sum to Releasors, receipt of all of which sum is hereby acknowledged, we, __________________, individually, do hereby forever fully release, acquit and discharge __________________ their assigns, employees, representatives, agents, professional corporations, partners, insurers, subsidiaries, principals and heirs, from any and all liability, from any and all claims for damages and injuries of every kind, character, or description, whether hereinafter specifically described or not, including any consortium claims, because of or on account of or in any way related to the alleged wrongful death of _____________ and/or damages allegedly received by Releasors, allegedly as a result of the care and treatment by Releasees of ______________ at any time.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that it is the purpose and intention of the parties to this Release to cover any and all damages of every kind, character, or description, whether known or unknown, suspected or unsuspected, including but not limited to medical bills, pain and suffering, physical injuries, loss of society and companionship and any consortium claims, sustained by Releasors allegedly as a result of the wrongful death of __________________ and/or as a result of the treatment by Releasees of _____________, as set out above, whether such damages are known or unknown to the Releasors, whether they are presently existing or may arise in the future, and whether there be any mistake, either mutual or otherwise, by any or all of the parties hereto as to the character, nature, and extent of said damages.

IT IS FURTHER AGREED AND UNDERSTOOD that the settlement made herein shall be a complete accord and satisfaction and is a full acquittance in consideration of a full and complete settlement of any and all claims for damages of every kind, character, or description sustained by Releasors as a result of the above described wrongful death and/or treatment, whether herein specifically described or not, which they may now or hereafter have on account of or in any way connected with said injuries and damages.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that in making this settlement, Releasees do not admit any liability to Releasors for their injuries and damages, if any, but that such liability is expressly denied and this settlement of a disputed claim is being made solely to buy peace and to avoid the expense and inconvenience of litigation of this matter. It is further

IT IS FURTHER AGREED AND UNDERSTOOD that the sums set out above being paid to Releasors for or on behalf of Releasees is the sole and only consideration for this Release, and that no contemporaneous promises, statements, or representations have been made to Releasors by the Releasees, or anyone on their behalf, as a part of the consideration for this Release, or for the purpose of inducing Releasors to execute same.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that, in exchange for the consideration as set forth above, the undersigned ______________________________, individually, covenant not to sue ___________________________ their assigns, employees, representatives, agents, professional corporations, partners, insurers, subsidiaries, principals and heirs.

IT IS FURTHER AGREED AND UNDERSTOOD that the undersigned do hereby covenant and warrant that there have been no assignments made by them as a result of the alleged incidents in question, and that they will indemnify and hold harmless the Releasees herein for any claims made by any persons or entities in the future claiming to be any assignee of the undersigned herein or claiming to be subrogated in any manner to the proceeds of this settlement, and that this indemnity will include attorney's fees incurred. The undersigned do further covenant and warrant that there is no Medicaid or Medicare lien on the proceeds of this settlement.

IT IS FURTHER AGREED AND UNDERSTOOD that the undersigned and their attorney warrant that they are over 18 years of age, and that they are the sole and only heirs of__________________, as determined by an adjudication of heirship in the Chancery Court of Hinds County, pursuant to Court Order number ___________, signed on ______________ ______________, 20________.

IT IS FURTHER AGREED AND UNDERSTOOD that the terms of this document have been fully explained to the undersigned and that they know its contents and understand each and every term and condition contained herein, and that they fully accept this as the entire agreement between the parties, and should it develop in the future that this release agreement is not complete and full, the undersigned will execute any and all documents necessary to effectuate a full, final, and complete release of the parties.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that as a part of the consideration for the payment of the above stated amount, Releasors herein, together with their attorneys and employees of their attorneys, hereby warrant, covenant, and agree that the fact of, as well as the terms and conditions of, this settlement shall not be disclosed to anyone for any purpose, and that said agreement of nondisclosure is an integral part of this settlement.

WITNESS our signatures hereto, this the _____ day of __________, 20_______.

____

APPROVED AND ACKNOWLEDGED
BY ATTORNEY FOR PLAINTIFFS:

By: ____________________________

STATE OF MISSISSIPPI

COUNTY OF __________

PERSONALLY appeared before me, the undersigned authority in and for the above named state and county, the within named _______________, who, after being duly sworn, stated on oath that he or she has read and examined the above and foregoing Full, Complete, and Final Settlement Release, and has had same explained to them by their Attorney _______, and that he or she fully understands the meaning and purport of said Release, and that he or she has executed said Release on this day as their voluntarily act and deed.

____

SWORN TO and subscribed before me on this, the _____ day of __________, 20_______.

____
Notary Public

My Commission Expires:

____

§ 4-13. Confidential Full, Final and Complete Release.

I.

FOR AND IN CONSIDERATION OF THE SUM of ______________ ($________) Dollars, cash in hand paid by and on behalf of ______________, ____________________, their representatives, predecessors, successors, assigns, insurers, officers, agents, employees, servants, subsidiaries, wholesalers, retailers, and dealers, the receipt and sufficiency of which are hereby acknowledged, __________________ ("Releasors") hereby fully and finally release, acquit, forever discharge, and covenant to hold harmless______________, ______________, their representatives, predecessors, successors, assigns, insurers, officers, agents, employees, servants, subsidiaries, wholesalers, retailers, dealers, and any other entity or affiliate in privity of interest therewith, (collectively "Releasees") from any and all liability of every kind and character arising from or in any way connected with _____________(describe accident or incident)_____.

II.

This Release shall include, but is not limited to, any and all claims made or which could have been made against ______________, ________________, their representatives, predecessors, successors, assigns, insurers, officers, agents, employees, servants, subsidiaries, wholesalers, retailers, and dealers, in Civil Action No.___________ in the Circuit Court of _________ County, Mississippi.

III.

For the same consideration, the undersigned agrees that Civil Action No. __________ now pending in the Circuit Court of ___________________ County, Mississippi, will be dismissed with prejudice, with each party to bear its own costs.

IV.

For the same consideration, it is understood and agreed that this Release is without reservation of any kind or character; that the above stated payment does not constitute any admission of liability on the part of the Releasees or any other persons, parties, or entities hereby released, but rather constitutes an accord and satisfaction and full compromise settlement of the doubtful and disputed claims of the undersigned; that the undersigned agrees to hold the Releasees and all other persons, parties, or entities hereby released forever harmless from any other claim or expense arising out of or associated with the above described accident or event that is initiated, asserted, or joined in by, or made by or through _____________, _______________, and/or ____________, , including any claims by the family members of _______________, deceased, and _____________, deceased, regarding this accident, casualty or event. Further, these Releasees will be held harmless from any claim by other parties in this case not released by this contract; and that this Release shall apply to all unknown or unanticipated damages, injuries or claims of any kind or character arising from or in any way connected with the above mentioned accident, casualty or event, as well as those now disclosed which may in any way relate to alleged acts and omissions of the entities hereby released.

V.

For the same consideration, the undersigned covenant and warrant that no person or corporation other than the undersigned and their attorney has an interest in the above proceeds, except as set forth specifically below, and that hereafter, the released parties shall be forever free of liability as if the aforesaid accident, incident, casualty or event never occurred.

VI.

For the same consideration, the undersigned agree to defend, indemnify and hold the persons, parties, or entities released forever harmless from any other claim, expense, loss or liability whatsoever arising out of, or in any way connected with, the injuries and damages sustained by ________________, _________________, and ___________, deceased, arising from that certain accident described above. This indemnity agreement specifically includes, but is not limited to, any subrogation claims made, or which could have been made, by intervenor ______________, any workers' compensation, medical liens, Medicaid liens, Medicare liens, or other subrogation claims or liens.

VII.

The undersigned hereby warrant that no promise or inducement has been offered except as herein set forth; that this Full, Final and Complete Release is executed without reliance upon any statement or representation made by the parties being released or other representatives concerning the nature and extent of the damages, or legal liability therefor; and that the undersigned are legally competent to execute this Full, Final and Complete Release and accept full responsibility therefor.

VIII.

For the same consideration, it is further understood and agreed by __________, ________________, and________________, that the matters and facts set forth herein or which may otherwise pertain to this settlement and release, including the amount paid in settlement of this dispute between the parties, shall be kept strictly confidential and shall not be communicated, disclosed, or revealed in any manner whatsoever, to any other person or persons. The Releasors and their attorney hereby agree that all settlement negotiations, the terms under which the parties have settled this action, the amounts paid by or on behalf of defendants to plaintiff, and the terms and conditions in this Release (except for this confidentiality provision itself), shall remain absolutely confidential and shall not be discussed by the Releasors, or by their attorney, with any person, corporation, firm, partnership, association or entity of any other type, other than the simple statement that "the case has settled." The Releasors and their attorney further agree that all correspondence, transcripts of hearings, moving and responding papers, this Release, and writings of any other type which pertain to or make reference to this Release, shall remain confidential. For the same consideration, all documents which were marked "confidential" will be returned to the attorney of record for the Releasees. For the same consideration, the Releasors and his attorney agree to submit to the jurisdiction of a competent Tennessee court should any alleged breach of this confidentiality provision occur.

IX.

The undersigned hereby acknowledge that the provisions of this Confidential Full, Final and Complete Release are contractual and not a mere recital, and that they have read the foregoing Confidential Full, Final and Complete Release, understand it, and sign same as their voluntary act and deed.

WITNESS OUR SIGNATURES, this the ______ day of ________, 20______.

____

____

____

APPROVED AND AGREED TO:

____

Attorney for Releasees

STATE OF MISSISSIPPI

COUNTY OF __________

PERSONALLY appeared before me, the undersigned authority in and for the above named state and county, the within named _______________, who, after being duly sworn, stated on oath that he or she has read and examined the above and foregoing Full, Complete, and Final Settlement Release, and have had same explained to them by their Attorney ________, and that they fully understand the meaning and purport of said Release, and that they have executed said Release on this day as their voluntarily act and deed.

____

SWORN TO and subscribed before me on this, the _____ day of __________, 20_______.

____
Notary Public

My Commission Expires:

____

§ 4-14. Agreed Order of Dismissal with Prejudice.

IN THE CIRCUIT COURT OF ________________

__________________________ , PLAINTIFF

v. CIVIL ACTION NO. ________

__________________________, DEFENDANTS

__________________________, INTERVENOR

AGREED ORDER OF DISMISSAL WITH PREJUDICE

THIS DAY this cause came on to be heard on the joint motion of the parties to dismiss the Complaint filed against the Defendants with prejudice, and this Court, having been advised that this cause has been fully compromised and settled, is of the opinion that said motion is well taken and should be and is hereby granted.

It is therefore ORDERED AND ADJUDGED that this cause be and is hereby dismissed with prejudice with each party to bear their own costs and expenses, including attorney's fees.

It is further ORDERED AND ADJUDGED that out of the proceeds of this settlement, the sum of $_________, shall be paid by the Defendants to, workers' compensation carrier for (_Employer___), as reimbursement pursuant to Miss. Code Ann., § 71-3-71, for medical and disability benefits paid to Plaintiff as a result of injuries received in this work related accident, and (__Workers' Compensation Carrier___) is further authorized to suspend payment of compensation for future liability for payment of benefits as a result of this accident under the Mississippi Workers' Compensation Act, until such suspended benefits, for which (__Workers' (Compensation Carrier___) would otherwise have been required to pay, equal the amount recovered by Plaintiffs herein, less costs of collection.

ORDERED AND ADJUDGED, this the _____ day of __________, 20_______.

____
Circuit Court Judge

PRESENTED BY:

____
Name
Attorney for Plaintiff

____
Name
Attorney for Defendants

____
Name
Attorney for Intervenor

§ 4-15. Petition for Approval of Third Party Settlement and Settlement of Workers' Compensation Claim.

BEFORE THE MISSISSIPPI WORKERS' COMPENSATION
COMMISSION
MWCC CLAIM NO. ____________

__________________, CLAIMANT

v.

__________________, EMPLOYER

AND
__________________, CARRIER

AND
__________________, THIRD PARTY

AND
__________________, INSURER FOR THIRD PARTY

PETITION FOR APPROVAL OF THIRD PARTY SETTLEMENT AND SETTLEMENT OF WORKERS' COMPENSATION CLAIM

COMES NOW __________Claiment__________, adult resident citizen of County/State___, claimant in the above styled and numbered cause, and files this his Petition for Approval of Third Party Settlement, seeking approval of the Mississippi Workers' Compensation Commission of a certain offer of compromise settlement submitted by _Third Party_, through its insurance carrier, Third Party Carrier___, third parties hereto, to which said insurer has agreed hereto, and employer and carrier herein, join in said Petition of claimant, and would show the following:

I.

____________, claimant, was employed by __________, and received injuries on _______________, arising out of and in the course and scope of his employment as a ___________. The accident occurred when __Recite Facts Of

Case ______________________________. At the time of his injury, claimant had an average weekly wage of $__________. As a result of said accident, claimant sustained __Set Forth Injuries and Medical Treatment Rendered__. Claimant was released to return to work on ___Date___ with a permanent medical impairment of _Percentage_. Claimant ___Has/Has Not___ returned to gainful employment.

II.

The employer/carrier have paid $__________ in benefits to and on behalf of claimant as a result of this injury, as follows: $_______ in medical benefits; and $_________ in indemnity benefits. The foregoing expenses constitute all the doctor, medical, and hospital expenses incurred by claimant as a result of the aforesaid accidental injury, and it is understood that if any additional medical expenses exist, they shall not be the responsibility of the employer and carrier or third party liability carrier, but shall be borne exclusively and paid for by the claimant.

III.

Claimant has asserted a claim against the third party on account of the injuries he received as a result of the negligence of said third party with regard to the above described accident. At the time of the accident, __Third Party__ maintained liability insurance with __Third Party Carrier__. The employer and its carrier, pursuant to the Mississippi Workers' Compensation Act, have asserted claims against said third party for recovery of the sums of monies which they have expended as a result of benefits paid pursuant to the Mississippi Workers' Compensation Act. Subject to the approval of the Mississippi Workers' Compensation Act, claimant, employer and its carrier, and carrier for third party, have negotiated a compromise settlement of all claims under the terms of which __Third Party__ and __Third Party Carrier__ agree to pay $ ____________, as follows:

1. Third Party Carrier_ will pay the sum of $________ to _Workers' Comp. Carrier_ in full settlement of its subrogation lien under the Mississippi Workers' Compensation Act.
2. Third Party Carrier_ will pay the balance, in the amount of $________to Claimant_.

Such payments have been accepted by the parties hereto, pursuant to the agreements of this Petition for Settlement, and the parties shall, as consideration therefor, execute a final and absolute release and discharge of all claims which said employer and its carrier may have against the third party for any and all indemnity or medical benefits paid, of any and every kind and nature, for the benefit of the claimant, which have been paid heretofore or which may be paid in the future, and that the claimant shall discharge all claims he may have against the employer and carrier and said third party and shall fully release the employer and carrier, and Third Party And Third Party Carrier, from any further liability resulting from the accident described hereinabove.

IV.

Claimant represents to the Mississippi Workers' Compensation Commission that his third party claim is doubtful, disputed and cannot be readily collected and that the compromise settlement as herein proposed would be in his best interest. The employer and its carrier are desirous to settle all subrogation claims against the third parties as herein proposed and join in the petition.

WHEREFORE, PREMISES CONSIDERED, claimant prays that the proposed compromise settlement outlined herein be approved as being in his best interest, that upon consummation of such settlement, Third Party And Third Party Carrier be fully and forever acquitted, released and discharged from any and all liability to Claimant on account of all injuries sustained by him in the above-described accident, and from any and all liability to employer, _________, and its workers' compensation insurance carrier, _________, for subrogation rights relative thereto. Claimant further prays that he/she be authorized and empowered to execute and deliver such full, final and absolute releases and acquittances which the third parties may require, evincing this complete release in the premises; and that the employer and carrier be authorized and empowered to execute and deliver such full, final and complete releases and acquittances which the third parties may require to evidence the full release of all subrogation rights of the employer and carrier herein. Claimant further prays that the employer and carrier be finally and fully discharged from any and all further claims or actions arising out of this accident and pursuant to the Mississippi Workers' Compensation laws, or any other laws, and that, upon approval of said settlement, and that the claimant be authorized to execute a good and valid release to the employer and carrier herein releasing them from all further responsibility or liability under the Mississippi Workers' Compensation Act for the injury described above.

Submitted this the ____ day of _______________, 20_______.

Respectfully submitted,

____
Claimant

APPROVED:

____
Attorney For Claimant

STATE OF MISSISSIPPI
COUNTY OF _______________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named (Claimant), who, after being by me first duly sworn, stated on his oath that he executed and delivered the foregoing Petition and that the matters and things set forth therein are true and correct as therein stated.

____
Claimant

SWORN TO AND SUBSCRIBED BEFORE ME this the ____ day of ___________, 20_______.

____
Notary Public

My Commission Expires:

____

JOINDER

The employer and carrier hereby join in this Petition and the prayer thereof.

____
Employer And Carrier

BY: __________________________________

JOINDER

__Third Party__ and __Third Party Carrier__, insurance carrier, third parties, hereby join in this Petition and the prayer thereof.

__Third Party And Third Party Carrier__, Third Parties.

BY: __________________________________

§ 4-16. Order Approving Third Party Settlement and Settlement of Workers' Compensation Claim.

BEFORE THE MISSISSIPPI WORKERS' COMPENSATION COMMISSION
MWCC CLAIM NO. ____________

________________, CLAIMANT

v.

________________, EMPLOYER

AND
________________, CARRIER

AND

________________, THIRD PARTY

AND

________________, INSURER FOR THIRD PARTY

ORDER APPROVING THIRD PARTY SETTLEMENT AND SETTLEMENT OF WORKERS' COMPENSATION CLAIM

There came on this day to be heard the sworn Petition for Approval of Third Party Settlement by claimant herein, __Claimant__, adult resident of __County/ State__, which Petition was joined in by (Employer) and __(Carrier)__, employer and carrier herein, and __Third Party__, third party and __Third Party Carrier__), insurer for third party.

Said Petition and the proof offered in support thereof, the Mississippi Workers' Compensation Commission does find the following, to-wit:

I.

____________, claimant, was employed by the ___________, and received injuries on ______________, arising out of and in the course and scope of his employment as a ___________. The accident occurred when __(Recite Facts of Case__. At the time of his injury, claimant had an average weekly wage of

$__________. As a result of said accident, claimant sustained ___Set Forth Injuries and Medical Treatment Rendered___. Claimant was released to return to work on ___date___ with a permanent medical impairment of __Percentage__. Claimant __Has/Has Not__ returned to gainful employment.

II.

The employer/carrier have paid $__________ in benefits to and on behalf of claimant as a result of this injury, as follows: $_______ in medical benefits; and $________ in indemnity benefits. The foregoing expenses constitute all the doctor, medical, and hospital expenses incurred by claimant as a result of the aforesaid accidental injury, and it is understood that if any additional medical expenses exist, they shall not be the responsibility of the employer and carrier or third party liability carrier, but shall be borne exclusively and paid for by the claimant.

III.

Claimant has asserted a claim against the third party on account of the injuries he received as a result of the negligence of said third party with regard to the above described accident. At the time of the accident, _Third Party_ maintained liability insurance with Third Party Carrier. The employer and its carrier, pursuant to the Mississippi Workers' Compensation Act, have asserted claims against said third party for recovery of the sums of monies which they have expended as a result of benefits paid pursuant to the Mississippi Workers' Compensation Act. Subject to the approval of the Mississippi Workers' Compensation Act, claimant, employer and its carrier, and carrier for third party, have negotiated a compromise settlement of all claims under the terms of which Third Party__ and _Third Party Carrier__ agree to pay $________, as follows:

1. Third Party Carrier will pay the sum of $______ to Workers' Comp. Carrier in full settlement of its subrogation lien under the Mississippi Workers' Compensation Act.
2. Third Party Carrier_ will pay the balance, in the amount of $_______ to Claimant_.

Such payments have been accepted by the parties hereto, pursuant to the agreements of this Petition for Settlement, and the parties shall, as consideration therefor, execute a final and absolute release and discharge of all claims which said employer and its carrier may have against the third party for any and all indemnity or medical benefits paid, of any and every kind and nature, for the benefit of the claimant, which have been paid heretofore or which may be paid in the future, and that the claimant shall discharge all claims he may have against the employer and carrier and said third party and shall fully release the employer and carrier, and __Third Party And Third Party Carrier__, from any further liability resulting from the accident described hereinabove.

IV.

The Commission finds that his third party claim is doubtful, disputed and cannot be readily collected and that the compromise settlement as herein proposed would be in his best interest. The employer and its carrier are desirous to settle all subrogation claims against the third parties as herein proposed and join in the petition. The Commission finds that this settlement is in the best interest of the claimant and all parties.

IT IS THEREFORE, ORDERED that the proposed compromise settlement outlined herein is hereby approved as being in his best interest, and that said settlement shall constitute a full and final settlement and an accord and satisfaction of any and all claims arising under the Mississippi Workers' Compensation Act, or otherwise, except for liability for Medicaid under Miss. Code Ann., Section 43-13-125. It is further ordered that claimant is authorized to execute good and valid releases to the employer and carrier herein releasing them from all further responsibility or liability under the Mississippi Workers' Compensation Act for the injuries described herein, and that any and all further claims under said Act are hereby denied and the employer and carrier herein are fully and finally discharged.

IT IS FURTHER ORDERED that Third Party, and Third Party Carrier, be fully and forever acquitted, released and discharged from any and all liability to __________, claimant, on account of all injuries sustained by him in the above-described accident, and from any and all liability to employer and its workers' compensation insurance carrier for subrogation rights relative thereto, and that claimant and employer and carrier, are hereby authorized to execute good and valid releases, releasing third party and ______________, third party carrier, from and all liability for damages, personal or otherwise, which may have been incurred as a result of said accident, and releasing said third party and third party carrier from all subrogation rights relative thereto.

ORDERED AND ADJUDGED, on this the _____ day of ________, 20_______.

____

____

____

Commissioners

ATTEST:

____

Secretary

MWCC NO. __________________________

§ 4-17. Petition for Authority to Compromise Claim of Minor.

IN THE CHANCERY COURT OF _________, COUNTY MISSISSIPPI

IN THE MATTER OF THE GUARDIANSHIP
OF [JENNY DOE], A MINOR CAUSE NO. ________

PETITION FOR AUTHORITY TO COMPROMISE CLAIM OF MINOR

COMES NOW [Jane Doe], as mother and natural guardian of [Jenny Doe] a minor, and petitions the Court pursuant to Miss. Code Ann. § 93-13-211 for authority to compromise the claim of a minor as follows:

1. Petitioner is the mother and natural guardian of [Jenny Doe], a minor. Both petitioner and the minor are residents of _____ County, Mississippi and are subject to the jurisdiction of this Court.

2. On [date], on a public road in ______ County, Mississippi, [Jenny Doe] was a passenger in a vehicle owned by [Sam Jones] and being operated by [Sally Jones]. Suddenly and unexpectedly, the right front tire blew out and the vehicle veered off the road, causing minor injuries to [Jenny Doe]. A copy of the Mississippi Uniform Accident Report is attached as Exhibit "A."

3. [Jenny Doe] was taken to the _________ Hospital Emergency Room and treated for minor injuries. [Jenny Doe] has made a complete recovery. A copy of the bill from _________________ Hospital in the total amount of $_________ is attached as Exhibit "B". All medical bills have been paid.

4. After the [date] incident, petitioner, [Jane Doe] retained the services of attorney [name] to investigate any potential claims arising from the [date] incident, on behalf of [Jenny Doe]. [Jane Doe] subsequently filed suit in the County Court of ____ County, Mississippi, Cause No. _____, against [Sam Jones and Sally Jones] alleging negligence and damage in the amount of $______.

5. Attorneys for [Sam Jones and Sally Jones] entered into settlement negotiations with plaintiff's attorney [name]. Ultimately a settlement agreement was reached for the release for all actual and potential claims arising from or related in any way to the [date] incident. Said settlement, in the total amount of $_____, is to be apportioned as follows:

____

____

6. Petitioner _[Jane Doe]_ submits that this is a fair and reasonable settlement for the injuries and damages sustained by her daughter _[Jenny Doe]_, and that it is in _[Jenny Doe's]_ best interests for the settlement to be approved. Petitioner requests that this Court approve said settlement and grant her permission to execute an Absolute Release of All Claims in favor of _[Sam Jones and Sally Jones]_, in the form attached hereto as Exhibit "C".

7. Attorney _[name]_ has provided good and valuable legal services in this matter and has requested an attorney's fee in the amount of $______ from [Jane Doe]___.

WHEREFORE, PREMISES CONSIDERED, Petitioner _[Jane Doe]_, individually and as mother and natural guardian of _[Jenny Doe]_, a minor, asks the Court to approve the proposed settlement of claims held by _[Jenny Doe]_ for the amount of $_______; to approve that an attorney's fee be paid out of this settlement to _[name]_ in the amount of $_____; and to grant her permission to execute the Absolute Release of All Claims attached hereto as Exhibit "C"; and for other and further such relief as may be appropriate.

Respectfully submitted,

____
Jane Doe

BY: ________________________
Her Attorney

STATE OF MISSISSIPPI

COUNTY OF ______________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named _[Jane Doe]_, who having been by me first duly sworn, states on oath that the matters and requests contained in the foregoing petition are true and correct to the best of her knowledge.

___________________________________,
[Jane Doe], Individually and as Mother and
Natural Guardian of _[Jenny Doe]_, a Minor

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of ______________, 20______.

____
Notary Public

My Commission Expires:

____

§ 4-18. Decree Authorizing Compromise of Claim of Minor.

IN THE CHANCERY COURT OF ___________, COUNTY MISSISSIPPI

IN THE MATTER OF THE GUARDIANSHIP
OF [JENNY DOE], A MINOR CAUSE NO. ________

DECREE AUTHORIZING COMPROMISE OF CLAIM OF MINOR

This matter is before the Court on the Petition for Authority to Compromise Claim of Minor presented by [Jane Doe], as mother and natural guardian of [Jenny Doe], a minor, pursuant to Miss. Code Ann. § 93-13-211. The Court has reviewed the Petition and the materials presented therein, has heard the testimony of the Petitioner and the presentations of counsel, and has fully satisfied itself in the premises. The Court hereby finds and decrees as follows:

1. The Petitioner [Jane Doe] is the mother and natural guardian of [Jenny Doe], a minor. Both Petitioner and the minor are residents of __________ County, Mississippi and are subject to the jurisdiction of this Court.

2. On [date] on a public road in __________ County, Mississippi, [Jenny Doe] was a passenger in a _______ vehicle owned by [Sam Jones] and being operated by [Sally Jones]. Suddenly and unexpectedly, the right front tire blew out and the vehicle veered off the road and crashed , causing minor injuries to [Jenny Doe].

3. [Jenny Doe] was taken to the ___________ Hospital emergency room and treated for minor injuries. [Jenny Doe] has made a complete recovery. [Jenny Doe] incurred medical expenses in the total amount of $______.

4. After the [date] incident, Petitioner [Jane Doe] retained the services of attorney [name] to investigate any potential claims arising from the [date] incident, on behalf of [Jenny Doe]. [Jane Doe] subsequently filed suit in the County Court of ______ County, Mississippi, Cause No. ______, against [Sam Jones] alleging negligence and damage in the amount of $_____.

5. Attorneys for [Sam Jones and Sally Jones] entered into settlement negotiations with plaintiff's attorney [name]. Ultimately, a settlement agreement was reached for the release of all actual and potential claims arising from or related in any way to the [date] incident. Said settlement, in the total amount of $_____, is to be apportioned as follows:

____

____

6. The Court finds that this is a fair and reasonable settlement for the injuries and damages sustained by [Jenny Doe], and that it is in [Jenny Doe's] best interest for the settlement to be approved. The Court has also reviewed the terms of the Absolute Release of All Claims attached to the Petition as Exhibit "C" and finds it to be fair, reasonable, and accurate.

7. The Court finds that attorney [name] has provided good and valuable legal services in this matter and is entitled to an attorney's fees in the amount of $_______ from [Jane Doe].

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that Petitioner [Jane Doe], individually and as mother and natural guardian of [Jenny Doe], a minor is authorized and approved to accept the proposed settlement of claims held by [Jenny Doe] for the amount of $_____; that Petitioner is authorized and approved to pay an attorney's fees to [name] in the amount of $______; and that Petitioner is granted permission to execute the Absolute Release of All Claims attached to the Petition as Exhibit "C" on behalf of the minor [Jenny Doe].

SO ORDERED this the ____ day of ________________, 20_______.

____
Chancellor

Presented and prepared by:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: ____________

Part 2. Mississippi Rules of Civil Procedure Forms.

The forms in Part 2 are taken from Appendix A of the Mississippi Rules of Civil Procedure and are intended by the Rules "for illustration only." M.R.C.P. Appendix A. The forms "indicate the simplicity and brevity of statement which the Rules contemplate." M.R.C.P. 84

"Except where otherwise indicated, each pleading, motion and other paper should have a caption similar to that of the Summons, with the designation of the particular paper substituted for the word 'Summons.' In the caption of the Summons and in the caption of the Complaint, all parties must be named but in other pleadings and papers, it is sufficient to state the name of the first party on each side, with an appropriate indication of other parties." *See* M.R.C.P. 4(b), 7(b)(2), and 10(a).

Each pleading, motion and other paper is to be signed by at least one attorney of record in his individual name (M.R.C.P. 11). The attorney's name is to be followed by his address as indicated in Form 2 (§ 4-26). In the forms following Form 2, the signature and address are not indicated.

If a party is not represented by an attorney, the signature and address of the party are required in place of those of the attorney. (M.R.C.P. 11).

M.R.C.P., Appendix A.

§ 4-19. Summons and Proof of Service — Rules of Civil Procedure Form 1A.

(Process Server)

IN THE ____________ COURT OF ____________ COUNTY, MISSISSIPPI

__A.B.____, PLAINTIFF(S)

v. Civil Action File No. ________

__C.D.____, DEFENDANT(S)

SUMMONS

THE STATE OF MISSISSIPPI

TO: (Insert the name and address of the person to be served)

NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand deliver a copy of a written response to the Complaint to _________, the attorney for the Plaintiff(s), whose post office address is _____________________ and whose street address is ___________________. Your response must be mailed or delivered within (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this ______ day of ________________, 20______.

____

Clerk of ________ County, Mississippi

(Seal)

[This form shall appear on the reverse side of Form 1A. Summons (Process Server)]

PROOF OF SERVICE — SUMMONS

(Process Server)

[Use separate proof of service for each person served]

____

Name of Person or Entity Served

I, the undersigned process server, served the summons and complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

_____ FIRST CLASS MAIL AND ACKNOWLEDGEMENT SERVICE. By mailing (by first class mail, postage prepaid), on the date stated in the attached Notice, copies to the person served, together with copies of the form of notice and acknowledgement and return envelope, postage prepaid, addressed to the sender (Attach completed acknowledgement of receipt pursuant to M.R.C.P. Form 1B).

_____ PERSONAL SERVICE. I personally delivered copies to __________ on the _____ day of __________________________, 20______, where I found said person(s) in ______________ County of the State ___________.

_____ RESIDENCE SERVICE. After exercising reasonable diligence I was unable to deliver copies to said person within ____________________ county, (state). I served the summons and complaint on the _________ day of __________________, 20_________, at the usual place of abode of said person by leaving a true copy of the summons and complaint with ____________ ______________ who is the ________________ (here insert wife, husband, son, daughter or other person as the case may be), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint, and thereafter on the ____________ day of __________________, 20___________, I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

_____ CERTIFIED MAIL SERVICE. By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or the return envelope marked "Refused.")

At the time of service I was at least 18 years of age and not a party to this action.

Fee for service: $_________________________

Process server must list below: [Please print or type]

Name___________________________________

Social Security No.________________________

Address_________________________________

____

Telephone No.____________________________

State of_________________________________

County of _______________________________

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named __________________ who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

____

Process Server (Signature)

Sworn to and subscribed before me this the _____ day of ____________, 20__________.

____

Notary Public

(Seal) My Commission Expires:

____

[Adopted effective March 1, 1985; amended effective May 2, 1985.]

§ 4-20. Summons and Sheriff's Return — Rules of Civil Procedure Form 1AA.

(Sheriff)

IN THE ________ COURT OF ________________ COUNTY, MISSISSIPPI

A.B., PLAINTIFF(S)

v. CIVIL ACTION, FILE NO. ________

C.D., DEFENDANT(S)

SUMMONS

THE STATE OF MISSISSIPPI

TO: (Insert the name and address of the person to be served)

NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to ______________________, the attorney for the Plaintiff(s), whose post office address is __________________________ and whose street address is ____________________________________. Your response must be mailed or delivered within (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this _____ day of __________, 20_____.

____

Clerk of _________ County, Mississippi

____

____

(Seal)

[This form shall appear on the reverse side of Form 1AA:
Summons (Sheriff)]

RECEIVED THIS ____________ DAY OF ___________, 20______.

BY_______________________SHERIFF

SHERIFF'S RETURN

State of Mississippi
County of ______________

( ) I personally delivered copies of the summons and complaint on the ________ day of ______________, 20_______, to:___________________.

( ) After exercising reasonable diligence I was unable to deliver copies of the summons and complaint to _____________________________ within ________________ County, Mississippi. I served the summons and complaint on the _______ day of _______________, 20______, at the usual place of abode of said , by leaving a true copy of the summons and complaint with _________________________, who is the (here insert wife, husband, son, daughter or other person so as the case may be), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint, and thereafter on the ________ day of ______________________, 20________, I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

( ) I was unable to serve the summons and complaint.

This the __________ day of ___________________, ________.

____
Sheriff of _____________County, Mississippi.
By: ______________________, Deputy Sheriff

[Note: All summons issued to the sheriff must be returned within thirty days from the day the summons was received by the sheriff pursuant to the requirements of Mississippi Rule of Civil Procedure 4(c)(2)].

[Adopted effective March 1, 1985; amended effective February 1, 1990.]

§ 4-21. Notice and Acknowledgement for Service by Mail — Rules of Civil Procedure Form 1B.

IN THE COURT OF ____________________ COUNTY, MISSISSIPPI

____A.B.____, PLAINTIFF(S)

(include appropriate designation of other plaintiffs)

v. CIVIL ACTION, FILE NO.______

____C.D.____, DEFENDANT(S)

(include appropriate designation of other defendants)

NOTICE

TO: ____________________________(Insert the name and address of the person to be served)

The enclosed summons and complaint are served pursuant to Rule 4(c)(3) of the Mississippi Rules of Civil Procedure.

You must sign and date the acknowledgement at the bottom of this page. If you are served on behalf of a corporation, unincorporated association (including a partnership), or other entity, you must indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority.

If you do not complete and return the form to the sender within 20 days of the date of mailing shown below, you (or the party on whose behalf you are being served) may be required to pay any expenses incurred in serving a summons and complaint.

If you do complete and return this form, you (or the party on whose behalf you are being served) must respond to the complaint within 30 days of the date of your signature. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

I declare that this Notice and Acknowledgement of Receipt of Summons and Complaint was mailed on ______________________

(Insert date)

____

Signature

THIS ACKNOWLEDGEMENT OF RECEIPT OF SUMMONS AND COMPLAINT MUST BE COMPLETED

I acknowledge that I have received a copy of the summons and of the complaint in the above-captioned matter in the State of ________________.

____

Signature

____

(Relationship to Entity/Authority to Receive Service of Process)

____

Date of Signature

State of ____________________

County of ___________________

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above named ____________________________, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Acknowledgement of Receipt of Summons and Complaint are true and correct as therein stated.

Affirmed and subscribed before me this ________ day of ______________, 20_______ .

____

Notary Public

My Commission Expires:

____

(Seal)

[Adopted effective March 1, 1985; amended effective May 2, 1985.]

§ 4-22. Summons by Publication — Rules of Civil Procedure Form 1C.

IN THE COURT OF ____________ COUNTY, MISSISSIPPI

___A.B.___, PLAINTIFF(S)

(It is sufficient here to state the name
of the first plaintiff with an appropriate
designation of other plaintiffs.)

v. CIVIL ACTION, FILE NO. _______

___C.D.__, DEFENDANT(S)

(It is sufficient here to state the name
of the first defendant with an appropriate
designation of other defendants.)

SUMMONS

THE STATE OF MISSISSIPPI

TO: _______________ (Insert name of the person(s) to be served)

You have been made a Defendant in the suit filed in this Court by ____________ (Insert name of all Plaintiffs), Plaintiff(s), seeking (Insert a brief description of the relief being sought). Defendants other than you in this action are (insert names of all defendants other than the person or persons who are the subject of this summons).

You are required to mail or hand deliver a written response to the Complaint filed against you in this action to _______________, Attorney for Plaintiff(s), whose post office address is and whose street address is__________________ ____________________________________.

YOUR RESPONSE MUST BE MAILED OR DELIVERED NOT LATER THAN THIRTY DAYS AFTER THE ________ DAY OF _______________, 20______, WHICH IS THE DATE OF THE FIRST PUBLICATION OF THIS SUMMONS. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT BY DEFAULT WILL BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER RELIEF DEMANDED IN THE COMPLAINT.

You must also file the original of your Response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this ______ day of ______________, 20_____.

____

Clerk of ______________ County,
Mississippi

____

____

(Seal)

[Adopted effective March 1, 1985; amended effective May 2, 1985.]

§ 4-23. Rule 81 Summons (Sheriff or Process Server) — Rules of Civil Procedure Form 1D.

(Sheriff or Process Server)

IN THE __________ COURT OF _____________COUNTY, MISSISSIPPI

A.B. , PLAINTIFF(S)

v. CIVIL ACTION, FILE NO. ________

C.D. , DEFENDANT(S)

SUMMONS

THE STATE OF MISSISSIPPI

TO: (Insert the name)

NOTICE TO DEFENDANT(S)

THE COMPLAINT OR PETITION WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are summoned to appear and defend against said complaint or petition at ___O'clock ____.M. on the ___________ day of _________ 20______, in the courtroom of the _________ County Courthouse at _____________, Mississippi, and in case of your failure to appear and defend a judgment will be entered against you for the money or other things demanded in the complaint or petition.

You are not required to file an answer or other pleading but you may do so if you desire.

Issued under my hand and the seal of said Court, this ________ day of __________, 20______ .

____

(Seal) Clerk of __________ County, Mississippi

(Note: All summons issued to the sheriff must be returned prior to the time the defendant is summoned to appear.)

[Adopted effective January 10, 1986.]

§ 4-24. Rule 81 Summons (Summons by Publication) — Rules of Civil Procedure Form 1DD.

IN THE ______________COURT OF
_____________ COUNTY, MISSISSIPPI

A.B., PLAINTIFF(S)

(It is sufficient here to state the name
of the first plaintiff with an appropriate
designation of other plaintiffs.)

v. CIVIL ACTION, FILE NO. _______

C.D., DEFENDANT(S)

(It is sufficient here to state the name
of the first defendant with an appropriate
designation of other defendants.)

SUMMONS

THE STATE OF MISSISSIPPI

TO: __________________ (Insert name of the person(s) to be served.)

You have been made a Defendant in the suit filed in this Court by ____________________________, (Insert name of all Plaintiffs) Plaintiff(s) seeking ____ (Insert a brief description of the relief being sought). Defendants other than you in this action are ____ (Insert names of all defendants other than the person or persons who are the subject of this summons)

You are summoned to appear and defend against the complaint or petition filed against you in this action at ___________ o'clock ____. M. on the __________ day of _____________, 20__________, in the courtroom of the ____________________ County Courthouse at _________________, Mississippi, and in case of your failure to appear and defend, a judgment will be entered against you for the money or other things demanded in the complaint or petition.

You are not required to file an answer or other pleading but you may do so if you desire.

Issued under my hand and the seal of said Court, this _________ day of _______________, 20______.

(Seal)

____

Clerk of ________County,
Mississippi

§ 4-25. Waiver of Process — Rules of Civil Procedure Form 1E.

IN THE __________ COURT OF ______________COUNTY, MISSISSIPPI

_A.B._____, PLAINTIFF

v. CIVIL ACTION, FILE NO. _______

_C.D._____, DEFENDANT

WAIVER OF PROCESS

The undersigned __________________(name), whose post office address is ____________________________________ and whose street address is ____________________, does hereby waive the service of summons and ________________________ (designate any pleading on which service is being waived) upon myself in this cause.

In executing this document I certify that I am not an unmarried minor, am not mentally incompetent, and am not a convict of any felony.

(In addition the person executing the waiver may add any or all of the following to the document:)

[Furthermore, by the filing of this document, I enter my appearance in this cause]

just as if I had been served more than 30 days prior to this date]

[and agree that this action may be heard and disposed of without further notice to me]

[and join in this action and in the prayer for relief]

This the ____ day of _______, 20_____.

____
Name

STATE OF ____________________

COUNTY OF __________________

Personally appeared before me, the undersigned authority for the jurisdiction aforesaid, the within named ______________________________________ who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand this the __________ day of _____________, 20______.

____

Notary Public

My Commission Expires:

____

[In lieu of the above acknowledgment the following oath may be used:]

STATE OF __________________

COUNTY OF ________________

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named _________________________ who, being first by me duly sworn, states on oath that the matters and facts set forth in the foregoing instrument are true and correct as therein stated.

____

Name

Sworn to and subscribed before me this the ______ day of _________________, 20_______.

____

Notary Public

My Commission Expires:

____

[Adopted effective February 1, 1990.]

§ 4-26. Complaint on a Promissory Note — Rules of Civil Procedure Form 2.

1. Defendant on or about ___________ _____, 20_________, executed and delivered to Plaintiff a promissory note [in the following words and figures: (here set out the note verbatim)]; [a copy of which is hereto annexed as Exhibit A]; [whereby defendant promised to pay to plaintiff or order on ___________ _______, _____, the sum of _________________ dollars with interest thereon at the rate of ___________ percent per annum] [and agreed to pay a reasonable attorney's fee for collection].

2. Defendant owes to plaintiff [the amount of said note] [$______________ that is due on said note] and interest.

Wherefore plaintiff demands judgment against defendant for the sum of _____________ dollars, interest, attorney's fee, and costs.

____
Attorney for Plaintiff

____

____
Address

§ 4-27. Complaint on Covenant or Agreement — Rules of Civil Procedure Form 3.

1. On or about the ________ day of ________________, 20______, plaintiff and defendant entered into agreement by which defendant promised [here set out agreement in general terms].

2. Defendant breached the agreement by [here set out breaches in general terms].

Wherefore plaintiff demands judgment against defendant in the sum of ________ dollars, interest and costs.

§ 4-28. Complaint for Specific Performance — Rules of Civil Procedure Form 4.

1. This is an action for specific performance of a contract to convey real property in ______________ County, Mississippi.

2. On ________ _____, 20_____, plaintiff and defendant entered into a written contract, a copy being attached and marked Exhibit A.

3. Plaintiff timely tendered the purchase price to defendant and requested a conveyance of the real property described in the contract but defendant refused to accept the tender or to make the conveyance.

4. Plaintiff offers to pay the purchase price.

Wherefore plaintiff demands judgment that defendant be required to perform specifically the contract and for damages.

§ 4-29. Complaint on an Open Account — Rules of Civil Procedure Form 5.

1. Defendant owes plaintiff ____________ dollars due by open account.

Wherefore plaintiff demands judgment against defendant in the sum of ______________ dollars, interest and costs.

§ 4-30. Complaint on Account Stated — Rules of Civil Procedure Form 6.

1. Defendant owes plaintiff ______________ dollars on an account stated between the plaintiff and defendant on the _________ day of __________________, 20_____.

Wherefore plaintiff demands judgment against defendant in the sum of _______________ dollars, interest and costs.

§ 4-31. Complaint for Goods Sold and Delivered — Rules of Civil Procedure Form 7.

1. Defendant owes plaintiff ____________ dollars for goods sold and delivered by plaintiff to defendant between the _________ day of ____________ and the _________ day of ____________, 20______.

Wherefore plaintiff demands judgment against defendant in the sum of ____________ dollars, interest and costs.

§ 4-32. Complaint for Work and Labor Done — Rules of Civil Procedure Form 8.

1. Defendant owes plaintiff _______________ dollars for work and labor done for the defendant by the plaintiff on the ____________ day of ________________, at defendant's request.

Wherefore plaintiff demands judgment against defendant in the sum of _____________ dollars, interest and costs.

§ 4-33. Complaint for Money Lent — Rules of Civil Procedure Form 9.

1. Defendant owes plaintiff _________________ dollars for money lent by plaintiff to defendant on or about the _______ day of _______________________, 20_______.

Wherefore plaintiff demands judgment against defendant in the sum of _______________ dollars, interest and costs.

§ 4-34. Complaint for Money Paid by Mistake — Rules of Civil Procedure Form 10.

1. Defendant owes plaintiff ________________ dollars for money paid by plaintiff to defendant by mistake on or about the ______________ day of ________________, 20_______, under the following circumstances:

[here briefly state the circumstances].

Wherefore plaintiff demands judgment against defendant in the sum of ________________dollars, interest and costs.

§ 4-35. Complaint for Money Had and Received — Rules of Civil Procedure Form 11.

1. Defendant owes plaintiff ______________ dollars for money had and received from one _______________ on or about the ________ day of _______________, 20________, to be paid by defendant to plaintiff.

Wherefore plaintiff demands judgment against defendant in the sum of ________________dollars, interest and costs.

§ 4-36. Complaint for Money Paid by Plaintiff for Defendant — Rules of Civil Procedure Form 12.

1. Defendant owes plaintiff _____________ dollars because of money paid by the plaintiff for the defendant on or about the ____________ day of __________________, 20_______, at defendant's request.

Wherefore plaintiff demands judgment against defendant in the sum of ______________ dollars, interest and costs.

§ 4-37. Complaint on a Policy of Life Insurance — Rules of Civil Procedure Form 13.

1. On or about the ____________ day of ________________, 20_____________, defendant issued a policy whereby the defendant insured the life of ____________________________________ who died on the _______ day of ___________________ , ____, of which the defendant has had notice.

2. As a result, the amount of the policy is now due and the plaintiff is the beneficiary of the proceeds of the policy.

Wherefore plaintiff demands judgment against defendant in the sum of _______________ dollars, interest and costs.

§ 4-38. Complaint on a Policy of Fire Insurance — Rules of Civil Procedure Form 14.

1. On or about the _______ day of ___________, 20______, defendant insured plaintiffs dwelling house (or other property, as the case may be) against loss or injury by fire and other perils in a policy of insurance, for the term of ____ years.

2. The house (or other property) was wholly destroyed (or was damaged) by fire on the ________ day of ________, 20_____, of which the defendant has had notice.

Wherefore plaintiff demands judgment against defendant in the sum of _______________ dollars, interest and costs.

§ 4-39. Complaint for Negligence or Wantonness — Rules of Civil Procedure Form 15.

1. On or about the ____________ day of _____________, 20_____________, upon a public highway [state the name of the street] in [City]; ________________________County, Mississippi, the defendant negligently [or wantonly] caused or allowed a motor vehicle to collide with a motor vehicle occupied by the plaintiff.

2. As a proximate consequence of the defendant's said negligence [or wantonness], the plaintiff was caused to suffer the following injuries and damages: [enumerate injuries and damages].

Wherefore plaintiff demands judgment against defendant in the sum of _________________ dollars and costs.

§ 4-40. Complaint Assault and Battery — Rules of Civil Procedure Form 16.

1. On or about the ________ day of _____________, 20_________, the defendant committed an assault and battery on the plaintiff.

Wherefore plaintiff demands judgment against defendant in the sum of _______________ dollars and costs.

§ 4-41. Complaint for False Imprisonment — Rules of Civil Procedure Form 17.

1. On or about the ____________ day of ____________________, 20_____________, the defendant unlawfully arrested and imprisoned the plaintiff (or caused the plaintiff to be arrested and imprisoned as the case may be) on a charge of larceny (or as the case may be) for __________________ days.

Wherefore plaintiff demands judgment against defendant in the sum of ________________ dollars and costs.

§ 4-42. Complaint for Malicious Prosecution — Rules of Civil Procedure Form 18.

1. On or about the _____________ day of ____________________, 20______, defendant, maliciously, and without probable cause therefor, caused the plaintiff to be arrested under a warrant issued by _________________, a justice court judge, on a charge of (as the case may be).

2. Before the commencement of this action, this charge was judicially investigated, the prosecution ended, and the plaintiff discharged.

Wherefore plaintiff demands judgment against defendant in the sum of _______________ dollars and costs.

§ 4-43. Complaint for Fraud — Rules of Civil Procedure Form 19.

1. On or about the ___________ day of ___________________, 20_________, defendant and plaintiff were negotiating concerning the purchase by plaintiff from defendant of the following described property:

[describe property]

2. At that time defendant represented to plaintiff that [here set out representations with particularity].

3. The representations made by defendant were false [and defendant knew that they were false] [and defendant, without knowledge of the true facts, recklessly misrepresented them] [and were made with the intention that plaintiff should rely upon them].

4. Plaintiff believed the representations and in reliance upon them purchased the property.

Wherefore plaintiff demands judgment against defendant in the sum of _______________ dollars and costs.

§ 4-44. Complaint on a Warranty — Rules of Civil Procedure Form 20.

1. On or about the ____________ day of ___________________, 20___________, defendant sold a (as the case may be) to the plaintiff on which the defendant gave warranty as shown by Exhibit A which is attached hereto [or insert the substance of the warranty].

2. In fact [here state the breach in general terms].

§ 4-45. Complaint for Conversion — Rules of Civil Procedure Form 21.

1. On or about the ____________ day of __________________, 20_________, defendant converted to his own use [here describe in general terms the property allegedly converted] of the ____________________ Company of the value of __________________ dollars, the property of plaintiff.

Wherefore plaintiff demands judgment against defendant in the sum of ________________ dollars, interest and costs.

§ 4-46. Motion to Dismiss Pursuant to Rule 12(b) — Rules of Civil Procedure Form 22.

The defendant moves that the Court proceed as follows:

1. To dismiss the complaint for lack of subject matter jurisdiction in that it is [an action seeking the reformation of a written instrument (or as the case may be)] and plaintiff has a full and adequate remedy [at law] [in equity].

2. To dismiss the complaint for lack of jurisdiction over the person in that [the defendant is a corporation organized under the laws of the State of ________________ and was not and is not subject to service of process within the State of Mississippi (or as the case may be)].

3. To dismiss the action on the ground of improper venue in that defendant is a domestic corporation domiciled in ____________________ County, which is not the county in which [this action is brought] [the cause of action occurred or accrued].

4. To dismiss the complaint because of insufficiency of process in that the summons served on the defendant [was not signed by the clerk] [does not contain the names and addresses of the parties] [is directed to a person other than the defendant named in the complaint [did not have attached a copy of the complaint] (or as the case may be).

5. To dismiss the action because of insufficiency of service of process in that the summons served on defendant [was sent by ordinary mail rather than by certified mail] [was served by a process server who is not sheriff of the county in which it was served nor a person eighteen years or older] [was served on a member of defendant's family who is less than sixteen years of age] [was served on _______________, who is neither an officer nor the registered agent of the defendant corporation] (or as the case may be).

6. To dismiss the complaint for failure to state a claim upon which relief can be granted.

7. To dismiss the complaint for failure to join ______________________, a [person] [corporation] necessary for just adjudication because [he] [it] is this defendant's [co-tenant, lessee, royalty holder, assignee (or as the case may be)] whose rights are involved in this action.

NOTICE OF MOTION

TO: ______________________________

Attorney for Plaintiff

____

____

Address

Please take notice that the undersigned will bring the above motion on for hearing before this court at the ____________________ County Courthouse in the City of ____________________, Mississippi, on the _______ day of ____________________, 20______, at ____________ o'clock a. m./p. m. that day or as soon thereafter as counsel can be heard.

____

Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of this Motion to Dismiss and Notice of same on ______________, Counsel of Record for the Plaintiff, __________, by placing a copy of same in the United States mail, postage prepaid, addressed to his regular business mailing address.

This the _____________ day of _________________, 20_____________.

____

Attorney for Defendant

____

____

Address

§ 4-47. Answer Presenting Defenses Under Rule 12(b) — Rules of Civil Procedure Form 23.

First Defense

[Improper Venue]

The action is brought in the wrong county because the defendant is a domestic corporation domiciled in ______________ County, which is not the county in which this action is brought or in which the cause of action occurred or accrued.

Second Defense

[Admission and Denial]

Defendant admits the allegations contained in paragraphs 1 and 4 of the complaint; alleges that he is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the complaint; and denies each and every other allegation contained in the complaint.

Third Defense

[Statute of Limitations]

The right of action set forth in the complaint did not accrue within ______________ years next before the commencement of this action.

Counter-claim

Here set forth any claim as a counter-claim in the manner in which a claim is pleaded in a complaint.

Cross-Claim against Defendant M. N.

Here set forth the claim constituting a cross-claim against defendant M. N. in the manner in which a claim is pleaded in a complaint.

§ 4-48. Motion to Bring in Third-Party Defendant — Rules of Civil Procedure Form 24.

Defendant moves for leave, as third-party plaintiff, to cause to be served upon E. F. a summons and third-party complaint, copies of which are attached as Exhibit A.

§ 4-49. Third-Party Complaint — Rules of Civil Procedure Form 25.

1. Plaintiff, A.B., has filed against defendant, C.D., a complaint, a copy of which is attached as Exhibit A.

2. If the defendant, C.D., is liable to A.B. on the occasion complained of in the complaint, it is liable because [here state the grounds upon which C.D. is entitled to recover from E.F., all or part of what A.B. may recover from C.D. The statement should be framed as in an original complaint.]

Wherefore, C.D., demands judgment against third-party defendant, E.F. for all sums that may be adjudged against defendant, C.D. in favor of plaintiff, A.B.

§ 4-50. Motion to Intervene as a Defendant Under Rule 24 — Rules of Civil Procedure Form 26.

[Based upon the Complaint, Form 15]

IN THE CIRCUIT COURT OF ______________ COUNTY, MISSISSIPPI

__A.B.____, PLAINTIFF

v. CIVIL ACTION, FILE NO. _________

__C.D.____, DEFENDANT

__E.F.____, APPLICANT FOR INTERVENTION

MOTION TO INTERVENE AS A DEFENDANT

___E.F.______ moves to intervene as a defendant in this action to assert the defenses set forth in his proposed answer, a copy of which is attached hereto, on the ground that he is the owner of the automobile alleged in the Complaint to have collided with the vehicle occupied by the plaintiff and as such as a defense to plaintiffs claim presenting both questions of law and of fact which are common to the main action.

____

Attorney for E.F.

Applicant for Intervention

____

____

Address

NOTICE OF MOTION

[*See* Form 22, *infra* § 4-46]

IN THE CIRCUIT COURT OF ______________ COUNTY, MISSISSIPPI

__A.B.___, PLAINTIFF

v. Civil Action, File No. ________

__C.D.___, DEFENDANT

__E.F.___, INTERVENER

INTERVENER'S ANSWER

First Defense

Intervener denies the allegations stated in paragraphs 1 and 2 of the Complaint in so far as they assert negligence on the part of the defendant.

Second Defense

Intervener asserts that at the time of the collision stated in the Complaint the plaintiff was operating his vehicle under the influence of alcohol and in a wantonly negligent manner.

Third Defense

Intervener asserts that at the time of the collision stated in the Complaint defendant was operating intervener's vehicle without intervener's authority, permission, or license.

§ 4-51. Motion to Drop Defendant or for Severance of Claims — Rules of Civil Procedure Form 27.

Defendant, __________________, moves the court for an order dropping him as a party defendant herein or in the alternative for an order severing the claim asserted against him by plaintiff herein from the claim asserted against defendant, __________________________, on the grounds that:

1. The alleged claim asserted against defendant, __________________________, does not arise from the same transaction, occurrence, or series of transactions or occurrences, as the claim asserted against defendant, __________________________; nor do the two alleged claims involve questions of law or fact common to both defendants.

2. The moving defendant will be put to undue expense and embarrassment if he is required to proceed with his defense without a severance of the issues.

3. The trial of action will be embarrassing and the jury confused by a joint trial of the claims asserted against the two defendants herein, all to the prejudice of the moving defendant.

§ 4-52. Motion by Defendant for Severance of Claims of Several Plaintiffs — Rules of Civil Procedure Form 28.

Defendant moves the court for an order severing the claims asserted by the respective plaintiffs herein against the defendant, on the grounds that:

1. The alleged claim or claims of each plaintiff differ in material and essential elements and respects from the alleged claim or claims of each of the other plaintiffs.

2. The alleged claims of the plaintiffs do not arise out of the same transaction, occurrence, or series of transactions or occurrences, and do not involve questions of law or fact common to all the plaintiffs.

3. The joining in one action and one complaint of the alleged claims of the plaintiffs is prejudicial to the defendant and injures his substantial rights and will embarrass and delay the trial.

§ 4-53. Motion by Plaintiff to Add Defendant — Rules of Civil Procedure Form 29.

Plaintiff moves the court for an order making ________________________ a party defendant herein and directing the issuance and service of process on him, and for grounds therefor shows:

1. This is an action for [state briefly the nature of the claim for relief].

2. [State facts showing that the proposed additional defendant is an indispensable, necessary or proper party defendant].

3. The said ____________________________ is a citizen and resident of ____________________, is subject to the jurisdiction of this court as to both service of process and venue and can be made a party defendant herein without depriving the court of jurisdiction.

§ 4-54. Motion by Defendant to Bring in Additonal Defendant — Rules of Civil Procedure Form 30.

Defendant moves the court for an order making ___________________________ a party defendant herein; directing that process be issued and served upon defendant ___________________________; and requiring plaintiff to serve and file an amended complaint, and for grounds therefor shows:

1. This is an action for [state briefly the nature of the claim for relief].

2. [State facts showing that a person needed for just adjudication has not been joined as a defendant].

3. The said _______________ is a citizen and a resident of ______________________, is subject to the jurisdiction of this court as to both service of process and venue, and can be made a party defendant herein without depriving the court of jurisdiction.

§ 4-55. Motion by Defendant to Add Additional Plaintiff — Rules of Civil Procedure Form 31.

Defendant moves the court for an order directing that__________ __________________________ be made a party plaintiff herein, or in the alternative, if _____________________ refuses to join as a plaintiff, he be made a defendant as provided by Rule 19(a), and for grounds therefor shows:

1. This is an action for [state briefly the nature of the claim for relief].

2. [State facts showing that a person needed for just adjudication has not been joined as a plaintiff].

3. The said ________________________ is a citizen and resident of ____________________; he is subject to the jurisdiction of this court as to service of process and venue; and he can be made a party plaintiff (or, as the case may be, a party defendant) herein without depriving the court of jurisdiction.

§ 4-56. Answer to Complaint Set Forth in Form 11 with Counter-Claim for Interpleader — Rules of Civil Procedure Form 32.

Defense

Defendant admits the allegations stated in paragraph 1 of the complaint and denies the allegations stated in paragraph 2 to the extent set forth in the counter-claim herein.

Counter-claim for Interpleader

1. Defendant received the sum of __________________ dollars as a deposit from __________________.

2. Plaintiff has demanded the payment of such deposit to him by virtue of an assignment of same which he claims to have received from _E. F._

3. _E.F._ has notified the defendant that he claims such deposit, that the purported assignment is not valid, and that he holds the defendant responsible for the deposit.

Wherefore defendant demands:

(1) That the court order _E.F._ to be made a party defendant to respond to the complaint and to this counter-claim.

(2) That the court order the plaintiff or _E.F._ to interplead their respective claims.

(3) That the court adjudge whether the plaintiff or _E.F._ is entitled to the sum of money.

(4) That the court discharge defendant from all liability in the action except to the person it shall adjudge entitled to the sum of money.

(5) That the court award to the defendant its costs and attorney's fees.

§ 4-57. Plaintiff's Motion for Substitution — Deceased Party Defendant — Rules of Civil Procedure Form 33.

Plaintiff shows to the court that ________________________, the above-named defendant, died intestate (or testate) on or about the _________ day of ______________________, 20______; that letters of administration upon the estate of the said were issued on the ___________ day of ____________________, 20_____, to ________________ as administrator by the ___________________ Court of the State of Mississippi (or, that ______________ was duly appointed executor of the last will of ____________________ by the _________________ Court of the State of Mississippi and qualified as such executor on the ___________day of ___________________, 20______): and this is an action for [state briefly nature of action] and the claim of plaintiff was not extinguished by the death of defendant.

Wherefore plaintiff moves the court for an order substituting ______________________, administrator (or, as the case may be, executor) of the estate of _________________, deceased, as party defendant herein.

§ 4-58. Pre-Trial Order — Rules of Civil Procedure Form 34.

1. Counsel.

Appearing for the plaintiff: ____

Appearing for the defendant: ____

2. Nature of the case. [Count 1 of] the complaint alleges a cause of action based upon [negligence, breach of warranty, breach of oral contract, etc.].

3. Positions of the parties.

a. Plaintiff contends: [concise statement of factual and legal contentions].

b. Defendant contends: [concise statement of factual and legal contentions].

4. Stipulations and admissions.

5. Discovery. Discovery proceeding6 have been completed except as follows: [specify additional discovery proceedings required].

6. Additional Orders: [as required by the particular case].

Ordered that the above allowances and agreements are binding on all parties in the above-styled cause unless this order be hereafter modified by the Court for good cause and to prevent manifest injustice.

Done this _________day of ________________, 20________.

____
Judge

§ 4-59. Motion for Judgment Notwithstanding the Verdict, or in the Alternative, for New Trial — Rules of Civil Procedure Form 35.

MOTION FOR JUDGMENT NOTWITHSTANDING THE VERDICT, OR IN THE ALTERNATIVE, FOR NEW TRIAL

Defendant [Plaintiff] moves the Court to set aside the verdict and judgment entered in the above-styled action on __________ _______, 20______, and to enter judgment in favor of the Defendant [Plaintiff] in accordance with the motion for directed verdict, or, in the alternative, Defendant [Plaintiff] moves the court to set aside the verdict and grant Defendant [Plaintiff] a new trial on the following grounds, to-wit:

[Herein state grounds]

1. ____

2. ____

3. ____

§ 4-60. Application to Clerk for Entry of Default and Supporting Affidavit — Rules of Civil Procedure Form 36.

APPLICATION TO CLERK FOR ENTRY OF DEFAULT AND SUPPORTING AFFIDAVIT

The clerk is requested to enter default against the defendant in the above entitled action for failure to plead, answer or otherwise defend as set out in the affidavit hereto annexed.

____
Attorney for Plaintiff

State of Mississippi

County of ________________

__________________, being duly sworn, deposed and says:

1. That he is attorney of record of the plaintiff, and has personal knowledge of the facts set forth in this affidavit.

2. That the defendant was duly served with a copy of the summons, together with a copy of plaintiffs complaint, on the ________day of _____________, 20______.

3. That more than 30 days have elapsed since the date on which the said defendant was served with summons and a copy of the complaint.

4. That the defendant has failed to answer or otherwise defend as to plaintiffs complaint, or serve a copy of any answer or other defense which he might have upon the undersigned attorney of record for the plaintiff.

5. That this affidavit is executed by affiant herein in accordance with Rule 55(a) of the Mississippi Rules of Civil Procedure, for the purpose of enabling the plaintiff to obtain an entry of default against the defendant, for his failure to answer or otherwise defend as to the plaintiffs complaint.

____
Attorney for Plaintiff

Sworn to and subscribed before me this the _____day of _______, 20__________.

____
Notary Public

My Commission Expires:

____

§ 4-61. Docket for Entry of Default — Rules of Civil Procedure Form 37.

DOCKET OF ENTRY OF DEFAULT

Default entered against defendant ____________ this _____day of ____________, 20_____.

§ 4-62. Default Judgment Entered by Court — Rules of Civil Procedure Form 38.

DEFAULT JUDGMENT ENTERED BY COURT

This action came on for hearing on the motion of the plaintiff for a default judgment pursuant to Rule 55(b)(2) of the Mississippi Rules of Civil Procedure, and the defendant having been duly served with the summons and complaint and not being an infant or an unrepresented incompetent person and having failed to plead or otherwise defend, and his default having been duly entered and the defendant having taken no proceedings since such default was entered,

It is Ordered and Adjudged that [here set forth relief granted to plaintiff].

This _____ day of ___________, 20_______.

____

Judge

Part 3. Mississippi Rules of Appellate Procedure Forms.

The following forms are from Appendix 1 of the Mississippi Rules of Appellate Procedure.

§ 4-63. Notice of Appeal — Rules of Appellate Procedure Form 1.

IN THE ________ COURT OF THE ________ JUDICIAL
DISTRICT OF ___________ COUNTY, MISSISSIPPI

__________________,	PLAINTIFF
v.	No.________
___________________,	DEFENDANT

NOTICE OF APPEAL

By this notice, _____________ appeals to the Supreme Court of Mississippi against _____________________ [name(s) of appellee(s)] from the final judgment entered in this case on ________________, 20_________, and the denial of the Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for New Trial, by order entered on ___________, 20_______.

Respectfully submitted,
[Appellant]
s/______________________
Attorney for Appellant
[Address]

CERTIFICATE OF SERVICE

I, ___________________, attorney for appellant, ___________________, certify that I have this day filed this Notice of Appeal with the clerk of this Court together with the docket fee to be received by the clerkon behalf of the Supreme Court of Mississippi, and have served a copy of this Notice of Appeal by United States mail with postage prepaid on the following persons at these addresses:

____

Attorney for Appellee with Address

____

Court Reporter with Address

This the _____________ day of ____________, 20_________.

s/________________________________

Attorney for Appellant

§ 4-64. Designation of the Record — Rules of Appellate Procedure Form 2.

IN THE ____________ COURT OF THE __________ JUDICIAL
DISTRICT OF ________________ COUNTY, MISSISSIPPI

______________________, PLAINTIFF

v. No. ___________

______________________, DEFENDANT

DESIGNATION OF THE RECORD

________________, appellant, by counsel, pursuant to M.R.A.P. 10(b)(1), designates thefollowing parts of the record as being necessary to be included on appeal:

All clerk's papers, trial transcripts and exhibits filed, taken or offered in this case.

[or]

1. The Complaint.

2. The Answer and Defenses.

3. Plaintiff's Motion to Compel Discovery, and the Court's Order entered on __________ ________, 20____________ overruling that motion.

4. A transcript of the trial of this case on ________ ____, 20________, including voir dire and all inchambers conferences, and all exhibits offered and marked for identification or admitted into evidence.

5. All jury instructions filed or granted.

6. The judgment entered on _______ ______, 20________.

7. The Motion for Judgment Notwithstanding the Verdict, or, in the Alternative for NewTrial, and the Court's Order filed ________ ________, 20____, overruling the motion.*

THIS the __________ day of ________________, 20_______.

Respectfully submitted,

[Apellant]

s/__________________________

Attorney for Appellant

____

[Address]

* In a criminal case, the sentencing order should be included.

CERTIFICATE OF SERVICE

I, ________________, attorney for appellant ______________, certify that I have this day served a copyof this Designation of the Record by United States mail with postage prepaid on the following persons at these addresses:

____

[Attorney for Appellee w/Address]

____

[Court Reporter w/Address]

This the ____________ day of _______________, 20______.

s/ _________________________________

Attorney for Appellant

COURT REPORTER'S ACKNOWLEDGMENT

I, ________________, [one of the] court reporter[s] in this case, acknowledge receipt of thisDesignation of the Record and the appellant's Certificate of Compliance with Rule 11(b)(1),and I expect to complete the transcript in this case on or before _______ ______, 20____.

I certify that I have this day served a copy of this Designation of the Record and CourtReporter's Acknowledgment on counsel for appellant and all other parties as listed above, andon both the clerk of this Court and the clerk of the Supreme Court of Mississippi.

This the ____________ day of ________________, 20_____________.

____
Court Reporter
[Address]

§ 4-65. Certificate of Compliance with Rule 11(b)(1) — Rules of Appellate Procedure Form 3.

IN THE ____________ COURT OF THE _____________ JUDICIAL
DISTRICT OF _____________ COUNTY, MISSISSIPPI

____________________,	PLAINTIFF
v.	No. __________
____________________,	DEFENDANT

CERTIFICATE OF COMPLIANCE WITH RULE 11(b)(1)

I, _____________, attorney for appellant ___________________, pursuant to M.R.A.P. 11(b)(1), certify that the cost of preparing the designated record on appeal as estimated by the court reporter and the clerk of this Court is $______________, and I have on or before this day deposited that sum with the clerk of this Court.

This the __________ day of ________________, 20_________.

Respectfully Submitted,

[Appellant]

____
Attorney for Appellant

[Address]

CERTIFICATE OF SERVICE

I, _______________, attorney for appellant _______________, certify that I have this day served a copy of this Certificate of Compliance with Rule 11(b)(1) by United States mail with postage prepaid on the following persons at these addresses:

____
(Attorney for appellee with address)

____
(Court reporter with address)

This the ___________ day of ______________, 20________.

____
Attorney for Appellant

§ 4-66. Affidavit to Accompany Motion for Leave to Appeal in Forma Pauperis — Rules of Appellate Procedure Form 4.

IN THE CIRCUIT COURT OF THE ______________ JUDICIAL
DISTRICT OF ______________ COUNTY, MISSISSIPPI[*]

STATE OF MISSISSIPPI

v. No.____________

____

AFFIDAVIT TO ACCOMPANY MOTION FOR LEAVE TO APPEAL IN FORMA PAUPERIS

I, ______________, being first duly sworn, depose and say that I am the ____________ in this case; that in support of my motion to proceed on appeal without being required to prepay fees and costs, I state that because of my poverty I am unable to pay the fees and costs of this proceeding and that I believe I am entitled to redress.

I further swear that the responses which I have made to the question and instructions below relating to my ability to pay the fees and costs of prosecuting the appeal are true.

1. Are you presently employed? __________

   a. If the answer is yes, state the amount of your salary and wages per month andgive the name and address of your employer.

   ____

   ____

   ____

   ____

   b. If the answer is no, state the date of your last employment and the amount of the salary and wages per month which you received.

   ____

   ____

   ____

   ____

---

[*] An affidavit filed in the Supreme Court accompanying an application under M.R.A.P. 22 for post-conviction collateral relief after an appeal has been affirmed or dismissed should be captioned "In the Supreme Court of Mississippi."

2. Have you received within the past twelve months any income from a business, profession or other form of self-employment, or in the form of rental payments,interest, dividends, or other source? ______________________________

a. If the answer is yes, describe each source of income and state the amountreceived from each during the past twelve months. ______________________________

3. Do you own any cash or checking or savings account? _______________

a. If the answer is yes, state the total value of the items owned.

____

____

____

4. Do you own any real estate, stocks, bonds, notes, automobiles, or other valuable property (excluding ordinary household furnishings and clothing)?

____

____

a. If the answer is yes, describe the property and state its approximate value.

____

____

____

5. List the persons who are dependent upon you for support and state your relationship to those persons.

____

____

____

____

I understand that a false statement or answer to any question or instruction in thisaffidavit will subject me to penalties for perjury.

____
Signature of Applicant

STATE OF ____________________

COUNTY OF ____________________

SUBSCRIBED AND SWORN TO before me this ________ day of ____________, 20_____.

____

Notary Public

My Commission Expires:

____

§ 4-67. Appeal Bond to Supreme Court of Mississippi with Supersedeas — Rules of Appellate Procedure Form 5.

IN THE ___________ COURT OF THE _______________ JUDICIAL
DISTRICT OF _______________ COUNTY, MISSISSIPPI

___________________, PLAINTIFF

v. No. ___________

___________________, DEFENDANT

APPEAL BOND TO SUPREME COURT OF MISSISSIPPI WITH SUPERSEDEAS

STATE OF MISSISSIPPI

COUNTY OF __________________

BECAUSE IN THIS CAUSE pending in the _______________ Court of the _______________ Judicial Districtof __________________ County, Mississippi, a final judgment was entered in favor of ________________, plaintiff, against ________________, [one of the] defendant[s], on ________ ______, 20______, and defendant's post-trialmotions were denied, the defendant, ______________________, desires to prosecute an appeal to the SupremeCourt of Mississippi with supersedeas pursuant to Mississippi Rule of Civil Procedure 62 and M.R.A.P. Rule 8.

KNOW ALL BY THIS BOND, that we, _______________, as principal, and ______________, a guaranty orsurety company authorized to do business in the State of Mississippi, are held and firmlybound unto plaintiff __________________, or [his/her/its] administrators, executors, successors or assigns,in the penal sum of $_________________ for which payment to be made, we bind ourselves, our successorsand assigns, jointly and severally.

THE CONDITION OF THE FOREGOING OBLIGATION is that, if the defendant, ______________, shall prosecute this appeal with effect in the Supreme Court of Mississippi and shall satisfy the judgment complained of in full, together with costs, interest, penalties, and damages, if for any reason the appeal is dismissed or if the judgment is affirmed, or shallsatisfy in full such modification of the judgment and such costs, interest and damages as theSupreme Court of Mississippi or the Court of Appeals may adjudge against the defendant,then this obligation will be void; otherwise, it will remain in full force and effect.

[Principal]
BY: s/________________________
[Principal or Attorney]
[Guaranty or Surety Company]

BY: s/________________________
Agent and Attorney-in-Fact
[Guaranty or Surety Company]
[Address][*]

THIS SUPERSEDEAS BOND AND SURETY ARE APPROVED and the judgment complained of is stayed pending appeal on this the ______________day of ___________, 20_______.

____
__________________________Clerk,
_______________County, Mississippi

---

[*] The address should be an address to which the clerk of the trial court can send notice of amotion to enforce liability. *See* M.R.A.P. 8(d).

§ 4-68. List of Clerk's Papers — Rules of Appellate Procedure Form 6.

IN THE __________ COURT OF THE ____________ JUDICIAL
DISTRICT OF ____________ COUNTY, MISSISSIPPI

____________________, PLAINTIFF

v. No. __________

____________________, DEFENDANT

LIST OF CLERK'S PAPERS*

PAPER FILED__________PAGE NUMBER ON APPEAL

1. Docket Sheet	1
2. Complaint	etc.
3.	
4.	
5.	

---

[*] Use this separate typed list if docket sheet is illegible or for any other reason a satisfactorylist cannot be produced by adding record page numbers to the docket sheet. M.R.A.P.11(d)(1)(i).

Part 4. United States District Court Forms.

These forms are from the Appendix of the Official Forms from Uniform Local Rules of the United States District Courts for the Northern and Southern Districts of Mississippi.

§ 4-69. Notice of Receipt of Original Deposition — U.S. District Court Form 1(a).

IN THE UNITED STATES DISTRICT COURT
FOR THE _____ DISTRICT OF MISSISSIPPI
____________ DIVISION

____________, PLAINTIFF

v. No. ________

____________, DEFENDANT

NOTICE OF RECEIPT OF ORIGINAL DEPOSITION

TO: All Counsel of Record

Notice is hereby given, pursuant to Uniform Rule 5.1(B) of the United States District Court, that the original of the deposition of ____, taken at the instance of _____________ in the above styled and numbered cause(s), has been received by the undersigned and will be retained by the undersigned as custodian. Pursuant to Rule 5.1(B), a copy of the cover sheet of said deposition is attached hereto, marked "Exhibit A."

Dated: ________________.

____
(Name of Attorney)

Attorney for _______________

§ 4-70. Notice of Service of Interrogatories or Requests for Production of Documents or Responses Thereto — U.S. District Court Form 1(b).

IN THE UNITED STATES DISTRICT COURT
FOR THE _____ DISTRICT OF MISSISSIPPI
__________________DIVISION

_______________, PLAINTIFF

v. No.______

_______________, DEFENDANT

NOTICE OF SERVICE OF INTERROGATORIES OR REQUESTS FOR PRODUCTION OF DOCUMENTS OR RESPONSES THERETO

TO: All Counsel of Record

Notice is hereby given, pursuant to Uniform Local Rule 5.1(c) of the United States District Court, that __________________, has this date served in the above entitled action: (Mark and complete all applicable items below)

( ) Interrogatories to ____ .

( ) Requests for Production of Documents to __________________________.

( ) Responses to Interrogatories of _________________________________ .

( ) Responses to Requests for Production of Documents of ______________.

The undersigned retains the original(s) of the above paper(s) as custodian thereof pursuant to Uniform Local Rule 5.1(c).

Dated: _________________________.

____
John Doe

Attorney for_____________________

§ 4-71. Notice of Service of Pre-Discovery Disclosure Information — U.S. District Court Form 1(c).

IN THE UNITED STATES DISTRICT COURT
FOR THE ______ DISTRICT OF MISSISSIPPI
________________DIVISION

_________________, PLAINTIFF

v. Civil Action No. ________

_________________, DEFENDANT

NOTICE OF SERVICE OF PRE-DISCOVERY DISCLOSURE INFORMATION

Notice is hereby given that ______________________ has this date disclosed to ______________________________ the information required by Uniform Local Rule 26.1(A).

Dated __________________________

____
John Doe

Attorney for _____________________

§ 4-72. Pre-Trial Order — U.S. District Court Form 2.

IN THE UNITED STATES DISTRICT COURT
FOR THE _____ DISTRICT OF MISSISSIPPI
_____________DIVISION

__________________, PLAINTIFF

v. No. ________

__________________, DEFENDANT

PRETRIAL ORDER

1. Choose the appropriate one of the following alternative paragraphs:

[If a pretrial conference was held]

( ) A pretrial conference was held in this matter on the ____ day of ______, 20____, at __.M. at the United States Courthouse at ___________ before United States Magistrate Judge _________________.

[If the final pretrial conference was dispensed with by the court pursuant to Uniform Local Rule 10(b)]

( ) The final pretrial conference having been dispensed with by the magistrate judge, the parties have conferred and agree upon the terms of this pretrial order as follows.

2. The following counsel appeared:

a. For the Plaintiff:

Name	Address	Telephone
________________	________________	____________

b. For the Defendant:

Name	Address	Telephone
__________	______________	_______

c. For Other Parties:

Party	Lawyer's Name	Address	Telephone
_______	___________	__________	______

3. The pleadings are amended to conform with this pretrial order.

4. The following claims (including claims stated in the complaint), counter-claims, third-party claims, cross-claims, etc., have been filed: ________________

____

5. The basis for jurisdiction is:________________________________

____

There is the following jurisdictional question: (If there is none, write in "None")

____

6. There are pending motions are follows: (If there are none, write in "None")

____

7. The following is a *concise* summary of the ultimate facts as claimed by:

a. Plaintiff:

____

b. Defendant:

____

c. Other Parties (attach additional pages, if necessary)

____

8. The following facts are established by the pleadings or by stipulation or admission.____

____

____

9. The contested issues of fact are as follows:____________________________

____

____

10. The contested issues of law are as follows: __________________________

____

____

11. The following is a list and brief description of all exhibits (except exhibits to be used for impeachment only) to be offered in evidence by the respective parties. *Each exhibit has been marked for identification and examined by all counsel.*

A. TO BE OFFERED BY THE PLAINTIFF:

____

____

____

____

The authenticity and admissibility in evidence of these exhibits has been stipulated. If the authenticity and/or admissibility of any exhibit is objected to, the exhibit must be identified in the following space, together with a statement of the specified ground or grounds for the objection.

B. TO BE OFFERED BY THE DEFENDANT:

____

____

____

The authenticity and admissibility in evidence of these exhibits has been stipulated. If the authenticity and/or admissibility of any exhibit is objected to, the exhibit must be identified in the following space, together with a statement of the specified ground or grounds for the objection.

12. The following is a list and brief description of any charts, graphs, models, schematic diagrams and similar objects whih will be used in opening statements or closing statements, but which will not be offered in evidence:

____

____

____

With respect to the items listed above, objections are made to their use as follows:

If any other such objects are to be used by any party, they will be submitted to opposing counsel at least three days prior to trial. If there is then any objection to their use, the dispute will be submitted to the court at least one day prior to trial.

13. The following is a list of witnesses whom Plaintiff anticipates calling at the trial (excluding witnesses to be used solely for rebuttal or impeachment). All listed witnesses must be present to testify when called by a party unless specific arrangements are made with the trial judge prior to commencement of trial. The listing of a WILL CALL witness herein constitutes a representation, upon which opposing counsel may rely, that the witness will be present at trial in the absence of reasonable written notice to opposing counsel to the contrary. The listing of a MAY CALL witness constitutes a representation that counsel reasonably expects to call the witness at trial, but is not bound to do so.

Name	Indicate: Will/May Call	Bus.Address & Telephone	Res.Address & Telephone	Indicate: Fact/ Expert	Liab./ Damage

Will testify live:

Will testify by deposition:

Indicate whether the entire deposition, or only portions thereof, will be used. Not later than 20 days prior to trial counsel shall confer, for the purpose of resolving all controversies concerning depositions, including depositions recorded on video tape. All such controversies not so resolved shall be submitted to the trial judge not later than 10 days prior to trial. All objections not submitted within that time are waived.

The following is a list of witnesses whom Defendant anticipates calling at the trial (excluding witnesses to be used solely for rebuttal or impeachment). All listed witnesses must be present to testify when called by a party unless specific arrangements are made with the trial judge pbsence of reasonable written notice to opposing counsel to the contrary. The listing of a MAY CALL witness constitutes a representation that counsel reasonably expects to call the witness at trial, but is not bound to do so.

Name	Indicate: Will/May Call	Bus.Address & Telephone	Res.Address & Telephone	Indicate: Fact/ Expert	Liab./ Damage

Will testify live:

____

Will testify by deposition:

____

Indicate whether the entire deposition, or only portions thereof, will be used. Not later than 20 days prior to trial counsel shall confer, for the purpose of resolving all controversies concerning depositions, including depositions recorded on video tape. All such controversies not so resolved shall be submitted to the trial judge not later than 10 days prior to trial. All objections not submitted within that time are waived.

____

14. This (is) (is not) a jury case.

15. Counsel suggest the following additional matters to aid in the disposition of the action:______________________________________

____

____

16. Counsel estimates the length of the trial will be ____ days.

17. As indicated by paragraph 1, this pretrial order has been formulated (1) at a pretrial conference before the United States Magistrate Judge, notice of which was duly served upon all parties, and at which the parties attended as hereinabove

shown, or (2) the final pretrial conference having been dispensed with by the Magistrate Judge, as a result of conference between the parties. Reasonable opportunity has been afforded for corrections or additions prior to signing. This order will control the course of the trial, as provided by Rule 16, Federal Rules of Civil Procedure, and it may not be amended except by consent of the parties and the court, or by order of the court to prevent manifest injustice.

THIS, the __________ day of ______________, 20____.

____
United States District Judge

____
Attorney for Plaintiff

____
Attorney for Defendant

Entry of the above Pretrial Order recommended, this the _____ day of ___________, 20______.

____
United States Magistrate Judge

§ 4-73. Receipt — U.S. District Court Form 3.

IN THE UNITED STATES DISTRICT COURT
FOR THE _____ DISTRICT OF MISSISSIPPI
_______ DIVISION

_______________, PLAINTIFF

v. No.________

_______________, DEFENDANT

RECEIPT

On behalf of all owners, charters and cargo interest, receipt is acknowledged of the delivery of ____

____

____

(Name of vessel or description of property arrested; her engine, tackle, etc., if a vessel)

from ____

(identify custodian)

this ______ day of _________, 20___, at ___:___ hours, CST (or CDT) without prejudice.

____
(Signature of receiving person)

____
(Job Title)

§ 4-74. Good Faith Certificate — U.S. District Court — U.S. District Court Form 4.

IN THE UNITED STATES DISTRICT COURT
FOR THE _____ DISTRICT OF MISSISSIPPI
_____ DIVISION

__________________, PLAINTIFF

v. No. ______

__________________, DEFENDANT

GOOD FAITH CERTIFICATE

All counsel in this case hereby certify that they have conferred in good faith in an effort to resolve the issues in question and it is necessary to file a motion entitled: ____.

Counsel further certify:

_____ (1) The filed motion is unopposed by all parties.
_____ (2) The filed motion is unopposed by ____________________.
_____ (3) The filed motion is opposed by ____________________.
_____ (4) The parties agree that the reply and rebuttal to the filed motion shall be submitted to the Magistrate Judge in accordance with the time limitations set forth in Uniform Local Rule 7.2.
_____ (5) The parties agree that all documents necessary for the immediate resolution of the motion have been included in the submission to the Magistrate Judge.

This the ______ day of _________, 20_____.

____
(Signature)

____
(Typed name and Bar no.) Attorney for Plaintiff

____
(Signature)

____
(Typed name and Bar no.) Attorney for Plaintiff

CHAPTER 5

REAL PROPERTY

§ 5-1. Warranty Deed.
§ 5-2. Special Warranty Deed.
§ 5-3. Quitclaim Deed.
§ 5-4. Deed of Executor/Executrix.
§ 5-5. Deed of Guardian.
§ 5-6. Mineral Right and Royalty Transfer Deed.
§ 5-7. Timber Deed.
§ 5-8. Quitclaim Cemetery Deed.
§ 5-9. Authority to Cancel Deed of Trust.
§ 5-10. Partial Release of Property.
§ 5-11. Boundary Agreement.
§ 5-12. Option to Purchase.
§ 5-13. Easement for Ingress and Egress.
§ 5-14. Water Line Easement.
§ 5-15. Sewer Line Easement.
§ 5-16. Easement and Deed of Conveyance of Water and Sewer System.
§ 5-17. Utility Easement.
§ 5-18. Title Opinion.
§ 5-19. Lease.
§ 5-20. Subordination, Attornment and Non-disturbance Agreement.

§ 5-1. Warranty Deed.

STATE OF MISSISSIPPI
COUNTY OF____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ____________________ ("Grantor"), does hereby sell, convey and warrant unto ____________________,* ("Grantee") that certain property situated in the County of __________, State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

---

* If more than one individual is the buyer, indicate if the ownership is to be as "tenants in common" or "as joint tenants with full rights of survivorship and not as tenants in common."

This conveyance is subject to (i) covenants and easements of record with the Chancery Clerk of ___________ County, (ii) ad valorem taxes for _(current year)_ which have been prorated [or assumed by Grantor] and (iii) prior reservations of oil, gas and minerals rights. [Add Other Exceptions Revealed By Title Work]

WITNESS THE EXECUTION OF THIS INSTRUMENT, effective the ___ day of ___________________, 20_____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
________________________ (Name)	________________________ (Name)
________________________ (Address)	________________________ (Address)
________________________ (City, State, Zip Code)	________________________ (City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-2. Special Warranty Deed.

STATE OF MISSISSIPPI
COUNTY OF__________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, __________________ ("Grantor"), does hereby sell, convey and specially warrant, subject to the exceptions and reservations contained in this deed, unto __________________,[*] ("Grantee") that certain property situated in the County of ____________, State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

This conveyance is subject to (i) covenants and easements of record with the Chancery Clerk of ____________ County, (ii) ad valorem taxes for (current year) which have been prorated, [or assumed by Grantee] (iii) prior reservations of oil, gas and minerals rights and ______________. [Add Other Exceptions Revealed By Title Work]

WITNESS THE EXECUTION OF THIS INSTRUMENT, effective the ___ day of __________________, _____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

---

[*] If more than one individual is the buyer, indicate if the ownership is to be as "tenants in common" or "as joint tenants with full rights of survivorship and not as tenants in common."

Grantor:	Grantee:
______________________	______________________
(Name)	(Name)
______________________	______________________
(Address)	(Address)
______________________	______________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: __________	Telephone No.: _________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-3. Quitclaim Deed.

STATE OF MISSISSIPPI
COUNTY OF____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, ____________________ ("Grantor"), does hereby sell, convey and quitclaim unto ____________________,* ("Grantee") that certain property situated in the County of __________, State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

WITNESS THE EXECUTION OF THIS INSTRUMENT, effective the ____ day of ___________________, 20_____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
______________________ (Name)	______________________ (Name)
______________________ (Address)	______________________ (Address)
______________________ (City, State, Zip Code)	______________________ (City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

---

[*] If more than one individual is the buyer, indicate if the ownership is to be as "tenants in common" or "as joint tenants with full rights of survivorship and not as tenants in common."

Indexing Instruction:

Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33.
Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _______________

§ 5-4. Deed of Executor/Executrix.

STATE OF MISSISSIPPI
COUNTY OF ______________________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

DEED OF EXECUTOR/EXECUTRIX

WHEREAS, (Name of Decedent) died on __(Date)__; and

WHEREAS, the Last Will and Testament of (Name of Decedent) dated (Date of Execution of Will), [Optional: If the real property conveyed is located in a county other than the county in which the Will was probated, a true and correct copy of the Will may be attached as an exhibit to the deed], was admitted to probate by decree of the Chancery Court of (County), Mississippi, on (Date Will Admitted to Probate), in the estate proceeding styled *In the Matter of the Estate of (Name of Decedent)*, Cause No. (Cause Number) on the docket of said court (hereinafter, the "Will"); and

WHEREAS, until his/her death on (Date) the decedent owned certain real property, hereinafter described, located in (County) County, Mississippi; and

WHEREAS, by and under the terms of Article/Paragraph/Item (Number) of the Will, the Testator/Testatrix willed, devised and bequeathed the hereinafter described real property unto (Name of Beneficiary/Beneficiaries); and

WHEREAS, pursuant to decree dated (Date) in the above-referenced estate proceeding, (Name of Executor/Executrix), as Executor/Executrix of the Last Will and Testament and estate of (Name of Decedent), was authorized and directed to execute this deed.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (Name of Executor/Executrix) as Executor/Executrix of the Last Will and Testament and estate of (Name of Decedent), deceased, Cause No. (Cause Number), Chancery Court of (County) County, Mississippi ("Grantor"), subject to the exceptions and reservations hereafter stated, does hereby sell, convey and quitclaim unto (Name of Beneficiary or Beneficiaries) ("Grantee"), all right, title and interest owned by (Name of Decedent) at the time of his/her death in and to the following described real property and appurtenances thereunto belonging, situated in the County of (County), State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

This conveyance is subject to any prior lease, reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel lying in, on, and under the subject property, and to all easements, rights-of-way, covenants, conditions, restrictions and reservations appearing of record.

(Add Other Exceptions and/or Reservations Revealed By Title Work)

Ad valorem taxes for the year (Year of conveyance) which are a lien on the property but are not yet due and payable will be paid by the Grantee.

WITNESS THE SIGNATURE of the Grantor on this, the _____ of ______, 20_______.

____

(Name of Executor/Executrix), Executor/Executrix of the Last Will and Testament and Estate of (Name of Decedent), Deceased

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Grantor:	Grantee:
______________________	______________________
(Name)	(Name)
______________________	______________________
(Address)	(Address)
______________________	______________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instructions:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-5. Deed of Guardian.

STATE OF MISSISSIPPI
COUNTY OF ________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

DEED OF GUARDIAN

WHEREAS, by decree of the Chancery Court of (County) County, Mississippi, on (Date) in the guardianship proceeding styled *In the Matter of the Guardianship of the Person and Estate of* (Name of Ward), Cause No. (Cause Number) on the docket of said court, (Name of Guardian) was appointed Guardian of the person and estate of (Name of Ward), Ward; and

WHEREAS, on (Date) the Chancery Clerk of (County), County, Mississippi, issued Letters of Guardianship to the aforesaid (Name of Guardian) and said Letters have not been revoked and are still in effect; and

WHEREAS, title to the hereinafter described real property located in (County) County, Mississippi, is vested in (Name of Ward), Ward; and

WHEREAS, pursuant to decree dated (Date), in the above referenced guardianship proceeding, (Name of Guardian), as Guardian of the person and estate of (Name of Ward), Ward, was authorized and directed to execute this Deed [Optional: If the real property conveyed is located in a county other than the county in which the guardianship proceeding exists, a true and correct copy of the above referenced decree may be attached as an exhibit to the deed.].

NOW, THEREFORE, FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (Name of Guardian), as Guardian of the person and estate of (Name of Ward), Ward, Cause No. (Cause Number), Chancery Court of (County) County, Mississippi ("Grantor"), subject to the exceptions and reservations hereafter stated, does hereby sell, convey and specially warrant unto (Name of Purchaser) ("Grantee"), the following described real property and appurtenances thereunto belonging, situated in the County of (County), State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

This conveyance is subject to any prior lease, reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel lying in, on, and under the subject property, and to all easements, rights-of-way, covenants, conditions, restrictions and reservations appearing of record.

(Add Other Exceptions and/or Reservations Revealed By Title Work)

Ad valorem taxes for the year (Year of conveyance) which are a lien on the property but are not yet due and payable will be paid by the Grantee.

WITNESS THE SIGNATURE of the Grantor on this, the____ of ____, ____.

____
(Name of Guardian, Guardian of the Person and Estate of (Name of Ward), Ward

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Grantor:	Grantee:
____________________ (Name)	____________________ (Name)
____________________ (Address)	____________________ (Address)
____________________ (City, State, Zip Code)	____________________ (City, State, Zip Code)
Telephone No.: _________	Telephone No.: _________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instructions:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: ______________

§ 5-6. Mineral Right and Royalty Transfer Deed.

STATE OF MISSISSIPPI
COUNTY OF__________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

MINERAL RIGHT AND ROYALTY TRANSFER DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (Name of Seller) ("Grantor"), does hereby grant, sell, convey, assign, set over, deliver [and warrant, if applicable] unto (Name of Buyer) ("Grantee"), an undivided (Fractional Interest Conveyed) ((Fraction)) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land and property lying and being situated in the County of (County), State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; [If Warranty Deed, insert the following: and Grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said Grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.].

Grantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from Grantor to Grantee; but, for the same consideration hereinabove mentioned, Grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto Grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto Grantee, his heirs, successors and assigns.

WITNESS THE SIGNATURE of the Grantor on this, the _____ of ____, 20_____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
________________________ (Name)	________________________ (Name)
________________________ (Address)	________________________ (Address)
________________________ (City, State, Zip Code)	________________________ (City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instructions:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

This Instrument Prepared By and When Recorded, Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-7. Timber Deed.

STATE OF MISSISSIPPI
COUNTY OF____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

TIMBER DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, (Name of Seller) ("Grantor"), subject to the exceptions , reservations and conditions hereafter stated, does hereby sell, convey and warrant unto (Name of Purchaser) ("Grantee"), all natural or planted timber, wood and forest products, whether marketable or non-marketable, now growing on the following described real property situated in the County of (County) , State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

Grantor conveys unto Grantee all rights of ingress and egress over and across the above-described real property for the purpose of cutting and removing said timber, wood and forest products and the right to construct and maintain all roads, bridges, log ramps and log yards for the cutting and removing of said timber, wood and forest products as may be deemed reasonably necessary by the Grantee. Grantee shall have a period of (Number) ((Number)) Months/years from the date of execution of this instrument in which to cut and remove the timber, wood and forest products conveyed hereby. At the end of said (Number) ((Number)) Months/years, all of the Grantee's interests and rights herein including, but not limited to, Grantee's interest in the timber, wood and forest products then remaining on the above described real property, and Grantee's rights of ingress and egress and Grantee's right to cut and remove the timber, wood and forest products conveyed hereby, shall terminate.

All ad valorem taxes for the year (Year) assessed against the above described real property and all timber, wood and forest products growing thereon shall be paid by Grantor. [Optional: All ad valorem taxes for the years (Year) through (Year), inclusive, assessed against the above described real property and all timber, wood and forest products described herein shall be paid by Grantee.

The above-described real property is not part of Grantor's homestead.

WITNESS THE SIGNATURES of the Grantor and Grantee on this, the ____ of _____, 20_____.

GRANTOR:

____
(Grantor)

GRANTEE:

____
(Grantee)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Grantor:	Grantee:
______________________	______________________
(Name)	(Name)
______________________	______________________
(Address)	(Address)
______________________	______________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-8. Quitclaim Cemetery Deed.

QUITCLAIM CEMETERY DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, (Name) ("Grantor"), does hereby sell, convey, and quitclaim unto (Name) ("Grantee"), all of (his/her/its) right, title and interest in and to that certain real property utilized as cemetery lots situated in the County of (County), State of Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

WITNESS THE SIGNATURE of the Grantor on this, the ____ of _______, 20_____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
________________________	________________________
(Name)	(Name)
________________________	________________________
(Address)	(Address)
________________________	________________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: __________	Telephone No.: _________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney
____
Name of Firm, if Applicable
____
Address
____
City, State Zip Code

Telephone No.: _______________

§ 5-9. Authority to Cancel Deed of Trust.

STATE OF MISSISSIPPI
COUNTY OF____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

AUTHORITY TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK of ____________ County, Mississippi:

You are hereby requested to cancel that certain Deed of Trust from _(Name), as Grantor to _(Name)___, as Trustee, and in favor of ____(Name)____, as Beneficiary, dated ______________, 20_____, and recorded in Book ___, commencing at Page ___, of the Record of Mortgages and Deeds of Trust on Land, ___________ County, Mississippi [______ Judicial District], together with all amendments thereto, the indebtedness described therein having been fully paid and satisfied.

WITNESS ITS SIGNATURE , this the ____ day of _____, 20_____.

BENEFICIARY:

____

BY:___________________________

____
(Name/Title)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

This Instrument Prepared By and When Recorded, Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: ______________

(*See also* Miss Code Ann. §§ 89-5-21 and 89-1-51)

§ 5-10. Partial Release of Property.

STATE OF MISSISSIPPI
COUNTY OF__________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

PARTIAL RELEASE OF PROPERTY

TO THE CHANCERY CLERK of _____________ County, Mississippi:

You are hereby requested to release from that certain Deed of Trust from (Name)__, as Grantor to _(Name)_, as Trustee, and in favor of __(Name)__, as Beneficiary, dated _____________, 20_____ and recorded in Book ___, commencing at Page ___, of the Record of Mortgages and Deeds of Trust on Land, ___________ County, Mississippi [______ Judicial District], together with all amendments thereto, the following described property:

(Insert Legal Description of Real Property to be Released)

Except as to the property released herein, the _(name of instrument to be amended)__ remains in full force and effect for the remaining property encumbered thereby.

WITNESS ITS SIGNATURE , this the ____ day of _____, 20_____.

BENEFICIARY:

____

BY:________________________
(Name/Title)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney
____
Name of Firm, if Applicable
____
Address
____
City, State Zip Code

Telephone No.: ______________

(*See also* Miss. Code Ann. §§ 89-5-21 and 89-1-51)

§ 5-11. Boundary Agreement.

STATE OF MISSISSIPPI
COUNTY OF____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

BOUNDARY AGREEMENT

THIS BOUNDARY AGREEMENT is made and entered into this the ____ day of __________ between ___________ ("A") and ________________ ("B").

WITNESSETH:

WHEREAS, by virtue of that certain Warranty Deed dated ________ and recorded in Book ____, beginning at Page _____, of the Land Deed Records of the ______ Judicial District of _________ County, Mississippi, A is the owner of certain real property located in the ________ Judicial District of ______________ County, Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

WHEREAS, by virtue of that certain Warranty Deed dated ________ and recorded in Book ____, beginning at Page _____, of the Land Deed Records of the ______ Judicial District of _________ County, Mississippi, B is the owner of certain real property located in the ___________ Judicial District of ____________ County, Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

WHEREAS, there is a common boundary between the __(North)__ boundary of A's real property and the __(South)__ boundary of B's real property; and

WHEREAS, the parties cannot agree as to the proper location of the boundary line between their respective properties; and

WHEREAS, the doubt and uncertainty as to the true location of this common boundary causes a continuing dispute between A and B, prevents them from improving their respective properties, and, therefore, both parties desire to resolve the boundary issue and to agree upon the exact location of such common boundary.

NOW THEREFORE, in consideration of the mutual benefits arising hereunder, the receipt and sufficiency of which are hereby acknowledged, A and B agree as follows:

1. The common boundary between A's real property and B's real property shall be, and it hereby is, described as follows:

(Insert Legal Description of Real Property)

The above-described boundary line is hereinafter referred to as the "Common Boundary".

2. A does hereby convey, quitclaim and release unto B all of his/her right, title and interest in and to the real property located to the __(North)__ of the Common Boundary.

3. B does hereby convey, quitclaim and release unto A all of his/her right, title and interest in and to the real property located to the __(South)__ of the Common Boundary.

4. The provisions of this agreement shall run with the real property effected hereby and shall inure to the benefit of the heirs, successors and assigns of the parties and the assignees and grantees of the real property effected hereby.

IN WITNESS WHEREOF, this agreement has been executed by the parties as of the day and year set forth above.

____
(Grantor)

____
(Grantee)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
______________________________ (Name)	______________________________ (Name)
______________________________ (Address)	______________________________ (Address)
______________________________ (City, State, Zip Code)	______________________________ (City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: ______________

§ 5-12. Option to Purchase.

STATE OF MISSISSIPPI
COUNTY OF____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

OPTION TO PURCHASE

WHEREAS, _________[, a ______________] ("Owner") owns or has rights to that certain real property described on Exhibit A located in the ____ Judicial District of ______ County, Mississippi (the "Option Property");

WHEREAS, ______________ [, a ______________] ("Optionee") is considering purchasing and Owner desires to grant an option to purchase the Option Property on the following terms set forth below:

NOW THEREFORE, Owner and Optionee do hereby agree as follows:

1. OPTION. Owner does hereby grant to Optionee an option to purchase the Option Property for the total price of $__________ (payable as provided below), which option may be exercised up and until ____.m., __________ ______, ________, at which time said option shall expire and Optionee shall have no further rights under this option. To exercise the option, Optionee must deliver in writing to Owner (at the address provided below) a written communication exercising this option and tendering a deposit in the amount of $_______ as provided for in Section 2(B) below.

2. PAYMENTS. Optionee shall promptly make the follow payments to Owner or his assigns:

   A. At signing of this option: $________ (nonrefundable for any reason) or the failure of the Owner to cure the title to the reasonable satisfaction of Optionee as provided in Section 7 below;

   B. On the exercise of the option: $___________.

   C. All payments shall be in immediate, good funds.

3. Representations and Warranties: Owner hereby represents and warrants to Optionee (and shall further represent and warrant at closing) that:

A. (Acreage\square footage)

B. (Condition)

C. (Environmental)

D. (Survey)

E. (Miscellaneous matters)

F. (Title) [if title is warranted, then insert provision for warranty deed to be executed at closing; also address exceptions, if any]

4. ASSIGNMENT. Optionee may not assign this option to any party other than an entity created and owned solely by Optionee. Any assignment shall not limit Optionee's liability under this agreement.

5. COSTS. The parties agree to pay cost of closing as follows:

Closing Attorney's fees	_____	Document preparation fees	_____
Recordation fees	_____	Survey	_____
Title search/certificate	_____	Flood certificate	_____
Title insurance premium	_____	Clear termite inspection	_____
Lender origination fees	_____	Termite treatment (if required)	_____
Appraisal	_____	Broker/Agent	_____
Home inspection	_____		
Foundation inspection	_____		

6. CONDITION. Optionee is purchasing this Option Property "as is, where is" without any representations or warranties from Owner (other than title and those matters set forth in paragraph 3 above). Owner shall allow Optionee to conduct reasonable due diligence on the property so long as Optionee does not disturb Owner's use of the property. Optionee shall indemnify, defend and hold Owner harmless from any liability, claims, judgements or costs arising from Optionee's or Optionee's agents use of the property.

7. ADDRESSES. The addresses for the parties are as follows:

(A) If to Owner:____

(B) If to Optionee:____

8. Time is of the essence in all matters related to the exercise and performance of this option.

Witness the signatures of the parties, this the ___ day of ______, 20_______.

____
Owner

____
Optionee

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

Name of Attorney
____
Name of Firm, if Applicable
____
Address
____
City, State Zip Code

Telephone No.: ______________

(*See* Miss. Code Ann. § 27-3-51)

§ 5-13. Easement for Ingress and Egress.

STATE OF MISSISSIPPI
COUNTY OF ____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

EASEMENT FOR INGRESS AND EGRESS

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ______(Grantor) ("Grantor"), does hereby sell, convey and warrant unto ________(Grantee) ("Grantee"), [its successors and assigns] an irrevocable nonexclusive easement for ingress and egress over and across the hereinafter-described property located in the City of _(City)_, __(County)__, Mississippi, more particularly described as follows:

(Insert Legal Description of Real Property)

This easement is for the purpose of ingress and egress to the property presently owned by ____(Grantee)____ lying to the (east/west/north/south) of the property described hereinabove and shall be an easement appurtenant to said property.

WITNESS THE SIGNATURE of the Grantor, this the ____ day of ______, 20___.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
____________________	____________________
(Name)	(Name)
____________________	____________________
(Address)	(Address)
____________________	____________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: ____________

§ 5-14. Water Line Easement.

STATE OF MISSISSIPPI
COUNTY OF ____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

WATER LINE EASEMENT

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ______(Grantor) ("Grantor"), does hereby grant and convey unto ____________(Grantee) ("Grantee"), an irrevocable, perpetual and nonexclusive easement in, on, along, over, across, through and under the property described as follows:

(Insert Legal Description of Real Property)

This easement is granted for purposes of constructing and maintaining underground sanitary water lines. Grantee shall have the right to maintain the easement granted herein. This easement is a covenant running with the land and is binding upon the heirs, successors and assigns of Grantor.

WITNESS THE SIGNATURE of the Grantor, this the __ day of _____, 20__.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
______________________	______________________
(Name)	(Name)
______________________	______________________
(Address)	(Address)
______________________	______________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: _________	Telephone No.: _________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-15. Sewer Line Easement.

STATE OF MISSISSIPPI
COUNTY OF ______________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

SEWER LINE EASEMENT

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ______(Grantor) ("Grantor"), does hereby grant and convey unto ____________(Grantee) ("Grantee"), an irrevocable, perpetual and nonexclusive easement in, on, along, over, across, through and under the property described as follows:

(Insert Legal Description of Real Property)

This easement is granted for purposes of constructing and maintaining underground sewer lines. Grantee shall have the right to maintain the easement granted herein. This easement is a covenant running with the land and is binding upon the heirs, successors and assigns of Grantor.

WITNESS THE SIGNATURE of the Grantor, this the ____ day of _____, 20_____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
____________________	____________________
(Name)	(Name)
____________________	____________________
(Address)	(Address)
____________________	____________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: _________	Telephone No.: ________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.______________

§ 5-16. Easement and Deed of Conveyance of Water and Sewer System.

STATE OF MISSISSIPPI
COUNTY OF ________________
(JUDICIAL DISTRICT, IF APPLICABLE)

EASEMENT AND DEED OF CONVEYANCE OF WATER AND SEWER SYSTEM

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ____(Grantor) ("Grantor"), does hereby, subject to the restrictions, reservations and conditions set forth below, sell, convey and warrant unto ___(Grantee)____, a perpetual irrevocable easement over and across the property described as follows:

(Insert Legal Description of Real Property)

For the same consideration, Grantor does hereby sell, assign, transfer, convey and warrant unto Grantee, all sewage collection lines, pumps, life stations, manholes, pipes, valves and fittings, including, without limitation, any and all property and appurtenances, either real or personal, which presently attach to or form a part of the sewer system (the "Sewer System") and all water lines, water meters, fittings, pipes and valves, including, without limitation, any and all property and appurtenances, either real or personal, which are presently attached to or form a part of the water system (the "Water System"), which systems are located in the property described above.

Specifically excepted from this conveyance are all water service lines running from water meters to buildings and sewer service lines running from sewage collection lines to buildings served by the Sewer System and the Water System.

WITNESS THE SIGNATURE of the Grantor, this the ____ day of _____, 20_____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 through 7-10)

Grantor:	Grantee:
______________________	______________________
(Name)	(Name)
______________________	______________________
(Address)	(Address)
______________________	______________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: __________	Telephone No.: __________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-17. Utility Easement.

STATE OF MISSISSIPPI
COUNTY OF ____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the price and sum of Ten and NO/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ______(Grantor) ("Grantor"), does hereby grant and convey unto ______________(Grantee) ("Grantee"), its successors and assigns, an irrevocable, perpetual and nonexclusive easement in, on, along, over, across, through and under the property described as follows:

(Insert Legal Description of Real Property)

This easement is granted for purposes of constructing and maintaining underground utility lines of all types, including, but not limited to, underground sanitary water and sewer lines, electrical transmission lines and natural gas lines. Grantee, its successors and assigns, shall have the right to maintain the easement granted herein. This easement is a covenant running with the land and is binding upon the heirs, successors and assigns of Grantor.

WITNESS THE SIGNATURE of the Grantor, this the ____ day of ____, 20_____.

GRANTOR:

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Grantor:	Grantee:
______________________	______________________
(Name)	(Name)
______________________	______________________
(Address)	(Address)
______________________	______________________
(City, State, Zip Code)	(City, State, Zip Code)
Telephone No.: __________	Telephone No.: _________

(*See* Miss. Code Ann. § 27-3-51)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-18. Title Opinion.

TITLE OPINION

__________ ______, 20____

TO: ____________________
____
____
____

____
____
____
____

RE: __________(Short description of property)____________________

Dear ____________:

We, the undersigned attorneys at law, hereby certify that we have caused to be made a careful examination of all of the public records of the Chancery Clerk of ________ County at ________, Mississippi, insofar, but only insofar, as they cover instruments properly indexed and recorded and filed of record as of 5:00 p.m., ________ ____, ____ and thirty-one (31) years preceding said date, which pertain to the title of the property situated in ________ County, Mississippi, and more particularly described as:

(Insert Legal Description of Real Property)

Based on said examination, we are of the opinion that good and marketable fee simple title in and to the above described property is vested in ________________, subject to the following exceptions to-wit:

(1) Such matters set forth on the survey dated ____________, prepared by __________.

(2) Ad valorem taxes for the year (current year), which taxes will become due and payable January 1, (following year).

(Current year) Ad valorem taxes were as follows:
_______________ County
Parcel # _______; Amount: $__________
Homestead Ex.: $_____; Net Tax: $_____
Status: _______________ [Paid or Unpaid]

(3) Liens:

Lis Pendens: ____
Federal tax Liens: ____________________________________
Construction Liens: ___________________________________
Judgments: ____

(4) All applicable zoning ordinances of the governmental authority having jurisdiction over the above described property.

(5) Rights of parties in possession, deficiency in quantity of land, unrecorded servitudes or easements, boundary line disputes, roadways, lack of access and all facts and conditions which would be revealed by accurate survey or by a competent inspection of the premises and easements or other uses of subject property not visible from the surface.

(6) We have not examined the records pertaining to the oil, gas, and other minerals in, on, and under subject property, and this certificate and opinion is made subject to such oil, gas, and mineral rights as may now be outstanding of record.

(7) That certain Deed of Trust executed by _________ to __________, Trustee for ____________, Beneficiary, dated _______________, filed on __________, and recorded in Book ________ at Page___, of the Record of Mortgages and Deeds of Trust on Land, ________County, Mississippi [_______Judicial District], in the amount of $___________.

(8) Subject to any covenants, restrictions and easements which might be of record in the office of the Chancery Clerk of said County and State but are not properly indexed in the Sectional Indices of said office and any other instruments improperly indexed as per normal indexing procedures and further subject to any instruments not appearing of record as of the applicable date of this opinion.

(9) Subject to any environmental condition existing upon the subject property which would cause said property to be violation of any state and/or federal environmental protection laws. This certificate does not express an opinion as to any

environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property.

Any unauthorized duplications or reproductions of this opinion shall render this opinion void and relieve the undersigned from any and all liability hereunder. Further, this opinion may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this opinion void and relieve the undersigned of any liability hereunder.

Sincerely,

BY: ______________________________

§ 5-19. Lease.

STATE OF MISSISSIPPI
COUNTY OF____________________
(INSERT JUDICIAL DISTRICT, IF APPLICABLE)

LEASE

THIS LEASE AGREEMENT made and executed on the _____ day of ____________, 20______, by and between ________________, hereinafter called "Lessor", and ______________, hereinafter called "Lessee";

WITNESSETH:

ARTICLE I

DESCRIPTION; TERM

FOR AND IN CONSIDERATION of the rents herein reserved and the covenants and agreements herein contained, the Lessor does hereby demise, lease and let unto the Lessee, and the Lessee does hereby demise, lease and let from the Lessor, upon the terms and conditions hereinafter set forth, the following described real property, together with all improvements situated thereon, situated in the County of _____________, State of Mississippi, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein as though fully and completely copied herein.

To have and to hold the above described premises together with the buildings and improvements situated thereon, and all the rights, privileges and appurtenances thereunto belonging or appertaining unto the Lessee for and during a term of _________________ commencing on _________ _______, ____ and ending on ___________ _____, ____, unless sooner terminated as herein provided. Lessee shall have the right to renew this lease for an additional term of __________, which right may be exercised by Lessee providing written notice to Lessor no later than thirty (30) days prior to the expiration of the initial term, unless sooner terminated as herein provided.

ARTICLE II

RENTAL

Lessee agrees to pay unto Lessor the sum of $_______ per month as rental for the subject realty and improvements situated thereon during the initial term of this lease, due on the _______ day of each month. Should this lease be renewed as provided herein, Lessee agrees to pay unto Lessor the sum of $________ per month as rental during the renewal term, due on the ______ day of each month. In the event Lessee shall default in payment of the rent as set forth herein, and such default shall not be cured within thirty (30) days, Lessor shall have the option to accelerate the rent payable for the entire remaining term of this lease and upon exercise of such option the entire remaining balance of rent for the remaining term of this lease shall immediately become due and payable to Lessor.

ARTICLE III

TAXES; INSURANCE; UTILITIES

Section 1. (Lessor or Lessee) shall be responsible for all ad valorem taxes duly assessed against the land and on any buildings or improvements situated thereon. (Lessor or Lessee) shall be responsible for all ad valorem taxes duly assessed against all stock, fixtures, equipment and other personal property located on the premises and Lessee shall pay all privilege, excise and other taxes applicable to the ownership and conduct of [his/its] business. Lessor shall keep said land free from any liens or encumbrances that would or might interfere with the Lessee's enjoyment of the use of said property.

Section 2. (Lessor or Lessee) shall insure, at [his/its] expense, all buildings and improvements against loss by fire, windstorm or other similar casualty for an amount as nearly as possible equal to the fair value of said buildings and improvements. Lessee shall insure, at [his/its] expense, all furniture, fixtures, stock, equipment and other personal property located on the demised premises.

Section 3. Lessee covenants and agrees to protect, indemnify and save harmless Lessor from any and all claims, demands, causes of action or suits and any expense incident to defense, if any, by Lessor, for injury to or death of persons or loss or damage to property occurring on the demised premises or on the adjoining sidewalks, streets or ways or in any manner growing out of or in connection with Lessee's use of the demised premises. Lessee will at all times during the term hereof carry and maintain, for the mutual benefit of the Lessor and Lessee, general public liability insurance with a company licensed to do business in the State of Mississippi and in the minimum amount of $__________, against all claims for personal injury, death or property damage occurring in, on or about the demised premises or adjacent to the demised premises. Lessee will furnish to Lessor a certificate of such insurance policy or policies, stating therein the number of each policy, the name of the insurer, the name of the insured, the amount of insurance under such policy, or policies, and the date of expiration thereof. In case Lessee shall at any time fail, neglect or refuse to carry and maintain such insurance as hereinbefore provided, then Lessor may at [his/its] election obtain, procure or renew such insurance, and any amounts paid therefor by Lessor shall be so much additional rent due from Lessee to Lessor and shall be a demand obligation owing to Lessor.

Section 4. (Lessor or Lessee) shall pay all utilities on the demised premises, including, but not limited to, natural gas, propane, water, sewerage, electric, telephone and garbage.

ARTICLE IV

CARE AND USE OF PREMISES

Lessee has inspected the demised premises and the improvements thereon and finds them to be in a safe, satisfactory and acceptable condition. Lessee will not use or permit any person to use the demised premises or any part thereof for any use or purpose in violation of the laws of the United States, the State of Mississippi, or Ordinances of City and/or County in which the property is located) . Lessee will keep the premises in a clean and wholesome condition and will comply at all times with all lawful health and police regulations and will keep the demised premises, the improvements thereon, and the area adjacent thereto in a safe, secure and attractive condition.

ARTICLE V

IMPROVEMENTS, SUBLETTING, MAINTENANCE AND REPLACEMENTS

Section 1. Lessee shall have the right to develop and improve said premises in such manner as is consistent with the operation thereon of a lawful business and with the lawful use of said premises. Any such development or improvement shall be at the expense of the Lessee.

Section 2. Lessee shall have the right to manage said premises and any improvements thereon, but shall not assign or sublease said premises or any improvements which may be situated thereon without the express written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not allow or permit any transfer of this lease or any interest hereunder by operation of law, nor shall it assign, convey, mortgage, pledge or encumber this lease, or any interest hereunder, or sublet the premises or any part thereof, or permit the use or occupancy of the premises or any part thereof, by anyone other than Lessee without, in each case, Lessor's prior written approval, which approval, however, shall not be unreasonably withheld. No assignment or subletting shall release Lessee from any of its obligations hereunder. By accepting any assignment of this lease or any interest therein, or any part thereof, or any sublease hereunder, the assignee or sublessee shall and does by the acceptance of such assignment or sublease agree to keep and perform each and every covenant and obligation herein required to be kept and performed by the Lessee and the present Lessee and each succeeding assignee or sublessee shall be and become fully obligated jointly and severally to keep and perform all of such covenants and obligations.

Section 3. Lessee shall maintain at [his/its] expense the building and improvements on the demised premises in good repair, order and condition and return same to Lessor in the same condition as when rented, reasonable wear and tear excepted.

Section 4. All additions, alterations and improvements to the realty shall become the property of the Lessor upon the termination of the lease.

Section 5. Lessor covenants and agrees that in case of damage to or destruction of any buildings or improvements on the demised premises by fire or other casualty, Lessor will promptly repair, restore and rebuild the same as near as possible to the condition it was in immediately prior to such damage or destruction, provided, however, that if such destruction shall be substantial and to such extent as to render the premises untenable, then the Lessor shall have the election and option either to rebuild and restore said buildings or improvements or to cancel this lease, in which latter event this lease shall terminate as to both parties on the date of such destruction. In the event Lessor undertakes to rebuild and restore said premises which have been rendered wholly untenable, the rent herein provided shall be abated during the period of time when Lessee is unable to occupy the premises.

ARTICLE VI

WARRANTY OF TITLE AND QUIET POSSESSION

Lessor hereby covenants and warrants that he/it has the right to lease the demised premises and that he/it has good and marketable title to the demised premises in fee simple, free and clear of all other leases; and Lessor further covenants and warrants that the Lessee shall have quiet possession of the demised premises under the terms and conditions of this lease.

ARTICLE VII

INDEMNITY FOR LITIGATION

In case the Lessor shall, without default on [his/its] part, be made a party to any litigation commenced by or against the Lessee, or relating to this lease or the demised premises, then the Lessee shall and will pay all costs and expenses, including attorneys fees, incurred by or imposed on the Lessor by or in connection with said litigation and also shall and will pay all costs and expenses, including attorneys fees, which may be incurred by the Lessor in the enforcement of any of the covenants and agreements of this lease, and all such costs, expenses and attorneys fees shall, if paid by Lessor, be so much additional rent due from Lessee to Lessor.

ARTICLE VIII

INSPECTION OF PREMISES

Lessee will permit Lessor and [his/its] agents and authorized representatives to enter upon the demised premises at all times during reasonable business hours for the purpose of inspecting the same.

ARTICLE IX

RE-ENTRY UPON DEFAULT

Section 1. If Lessee shall make default in the payment of the rent or any part thereof when due as herein provided or in any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Lessee, and such default shall continue for 30 days after notice thereof in writing to the Lessee, or if (a) any proceeding under the Bankruptcy Code of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of [his/its] creditors, or (d) if Lessee shall vacate or abandon the demised premises, then and in any such event it shall be lawful for the Lessor at [his/its] election to declare the term hereof ended and to re-enter the demised premises and the buildings and improvements then situated thereon either with or without process of law, and to expel, remove and put out the Lessee and all other persons occupying all or any part of the premises, using such force as may be necessary in so doing, and to repossess and enjoy the said premises and all buildings and improvements situated thereon as in the first and former estate, without such re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. However, if the Lessor should lease said property to anyone else during the time this lease is in default and the monthly rentals are smaller than the rentals provided in this lease, then the Lessee herein shall pay only the difference between the new rentals and the rentals provided for in this lease, but if the monthly rentals of such new lease are greater than the rentals provided in this lease, then the Lessee herein shall be relieved of further payment of the rentals provided herein. If default should be made in any covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Lessee other than the payment of rent, which cannot with due diligence be cured within the period of 30 days, and if notice thereof in writing shall have been given unto the Lessee and if the Lessee prior to the expiration of 30 days from and after the giving of such notice shall commence to eliminate the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default, provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of the Lessor to declare said term ended and enforce all of [his/its] rights and remedies hereunder for any other default not so cured.

Section 2. The foregoing provision for the termination of this lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants or for the recovery of said rent, or advance of the Lessor made hereunder, and in the event of the termination of this lease as aforesaid, the Lessee covenants and agrees to indemnify and save harmless the Lessor from any loss arising from such termination and re-entry in pursuance thereof.

ARTICLE X

SURRENDER OF POSSESSION

Whenever the said term herein demised shall be terminated, whether by lapse of time, forfeiture or any other way, Lessee covenants that he/it will, at once, surrender and deliver up the premises, including the buildings and improvements thereon, peaceably to Lessor, and Lessee shall return the premises to Lessor in the same condition as when received, reasonable wear and tear excepted, and if Lessee shall thereafter remain in possession thereof, Lessee shall be deemed guilty of forcible detainer of the premises under the statute, and shall be subject to all the conditions and provisions above named, and to ejection and removal, forcibly or otherwise, with or without process of law as above stated.

ARTICLE XI

COVENANTS RUN WITH LAND

All of the covenants, agreements, conditions and undertakings of this lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land, and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenants, agreement, condition or undertaking in this lease contained.

ARTICLE XII

ENTIRE AGREEMENT; AMENDMENTS

IT IS UNDERSTOOD AND AGREED that this instrument constitutes the entire agreement between the parties hereto and that any changes or alterations hereunder must be made in writing, duly executed by the parties hereto, and attached to this instrument.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed this lease, in duplicate, on this the _____ day of ____________, 20____.

LESSOR:

____
(Name)

LESSEE:

____
(Name of Lessee)

BY:______________________________
(Name and Title)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Indexing Instruction:

(Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33).

Instrument Prepared By and Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 5-20. Subordination, Attornment and Non-disturbance Agreement.

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

DATE: __________ _________, 20_______

PARTIES: ________________________, a ____________ domiciled in the State of Mississippi, whose address is ____________, ____________, _____________ ______ ("Lender")

________________________, a __________________________ corporation, whose address is _______________________, _______________________ ("Landlord" or Borrower")

____________________________, a ___________________________, whose address is _________________________ ("Lessee").

RECITALS:

A. Lender has made a loan to Landlord in the principal amount of $____________ (the "Loan").

B. As security for repayment of the Loan and performance of Landlord's obligations to Lender, Landlord has executed and delivered to Lender, among other things, a Deed of Trust, dated __________ ____, _____, which instrument is recorded in the Office of the Chancery Clerk of _________ County, Mississippi, in Book ____, commencing at Page ____ (the "Deed of Trust"), wherein Lender is beneficiary, granting to the Lender a lien on the real property described in "Exhibit A" attached hereto and made a part hereof by this reference (the "Property").

C. Landlord, as lessor, has entered into a Lease Agreement, dated __________, ____, with Lessee (the "Lease"), covering a portion of the Property and improvements thereon, for an original term of ____________ ( ) years commencing __________, ____, and expiring on _______________, ____.

D. Lender has agreed to make the Loan to Landlord and to consent to the Lease, but only if, among other things, Lessee subordinates any and all right, title, and interest it now has or hereafter acquires in and to the Property to the lien of the Deed of Trust.

NOW, THEREFORE, in consideration of Lender's agreement to make the Loan, the parties agree as follows:

AGREEMENTS:

1. Subordination. Lessee hereby completely and unconditionally subjects and subordinates any and all right, title, liens, claims, and interest it now has or hereafter acquires in and to the Property, whether pursuant to the Lease or otherwise, to Lender's liens on and claims against the Property. Lessee agrees that its subordination hereunder shall apply to the full extent of all principal advanced under the Loan, together with all accrued and accruing interest, and together with all other amounts secured by the Deed of Trust, including without limitation, all attorneys' fees and costs incurred by Lender in connection with the Loan or the Property. Lessee hereby agrees that the Deed of Trust and any and all claims or liens hereafter acquired by Lender in and to the Property are prior and superior to any and all right, title, claims, liens, or interest now held or hereafter acquired by Lessee in and to the Property. This subordination shall extend to any and all increases, renewals, extensions, modifications, substitutions, and consolidations of the Deed of Trust, of the Loan, and of any other documents securing the Loan, and Lender may, without notice or demand, and without affecting the subordination hereunder, (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of or otherwise change the terms of the Loan or any part thereof, including increase or decrease of interest thereon, (b) waive or release any part of its lien on the Property, (c) apply proceeds from the sale of the Property and direct the order or manner of sale thereof as Lender, in its discretion, may determine, and (d) assign its rights hereunder or under the Loan, or both, in whole or in part.

2. Reliance. Lessee acknowledges that Lender would not consent to make the Loan and consent to the Lease without the giving of this agreement by Lessee and further acknowledges that Lender is relying upon this agreement in giving such consent to Landlord.

3. Transfer of Lease. Any transfer or encumbrance of the Lease or Lessee's interest therein shall be subject to the terms of this agreement. Lessee hereby agrees to notify any purchaser, assignee, or encumbrancer of the Lease of the terms of this agreement.

4. Representations and Warranties.

(a) The Lease is a commercial lease, is in full force and effect, and has not been amended or modified in any way (other than as described in the description above); and there are no documents or written agreements between Lessee and Landlord with respect to the Lease, except those disclosed herein;

(b) Lessee's interests under the Lease have not been assigned or transferred, whether for purposes of security or otherwise, and Lessee has all the requisite power and authority to enter into this agreement with Lender;

(c) Lessee will faithfully perform all obligations of the lessee under the terms of the Lease;

(d) Lessee has prepaid no rent except as specifically set forth in the Lease; and

(e) No uncured event of default or breach on the part of Landlord has occurred under the Lease, and no event has occurred which gives Lessee the right to terminate the Lease.

5. Covenants. Lessee covenants and agrees that:

(a) Lessee will not pay any installment of rent or any part thereof more than one (1) month prior to the due date of such installment;

(b) No extension or modification of the Lease shall be of any force or effect unless Lender has specifically consented thereto in writing;

(c) Lender may enter upon the Property and inspect the same at any reasonable time;

(d) Lessee will at any time and from time to time execute, deliver, and acknowledge to Lender or to any third party designated by Lender, within thirty (30) days following Lender's written request therefor, a statement in writing certifying whether the Lease is in full force and effect, that Landlord is not in default thereunder (or specifying any defaults by Landlord which Lessee alleges), that rent has not been prepaid more than one (1) month in advance, and specifying any further information about the Lease or the Property which Lender or said third party may reasonably request.

6. Defaults. Lessee covenants and agrees to give Lender a copy of any notice of default under the Lease served upon Landlord. Lessee further covenants and agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days Lender has commenced and is diligently pursuing the remedies necessary to cure such a default (including, but not limited to, commencement of foreclosure proceeding if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued. Lessee agrees that the correction of any such default by Lender shall have the same effect and be treated as a correction by Landlord.

7. Attornment. If the interests of Landlord shall be transferred by reason of foreclosure or exercise of power of sale or other proceeding for enforcement of the Deed of Trust, or by reason of a deed in lieu of foreclosure, Lessee shall be bound to the person acquiring the interests of Landlord (the "Purchaser") under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the lessor under the Lease. Lessee does hereby attorn to the Purchaser, including Lender, if it is the Purchaser, as its landlord, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the Landlord under the Lease.

8. Non-Disturbance. Provided Lessee is not in default in payment of rent, taxes, utility charges, or other sums payable by Lessee under the terms of the Lease, nor in default in the performance of any other covenant or provision of the Lease or this agreement, and provided Lessee is in possession of the portion of the Property subject to the Lease, then the right of possession of Lessee to the portion of the Property subject to the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights or remedies under the Deed of Trust.

9. Direct Payment. Lessee agrees that upon receipt of written request therefor by Lender, rental payments will be made directly to Lender or its order at such place as Lender shall direct.

10. Liability of Lender. Notwithstanding anything to the contrary contained in this agreement, Lender and its successors and assigns shall not, by virtue of this agreement, be or become subject to any liability or obligation to Lessee under the Lease or otherwise, unless Lender or its successors and assigns shall obtain title to the Property, by foreclosure or otherwise; and, moreover, Lender, in acquiring the interest of Landlord as a result of any such action or proceeding, and their successors and assigns, shall not be: (a) liable for any act or omission of the Landlord; or (b) subject to any offsets or defenses which Lessee might have against Landlord except those arising pursuant to the subject Lease, so long as Lessee is not in default of its obligation hereunder; or (c) bound by any amendment or modification of the Lease made without Lender's or Purchaser's prior written consent; or (d) bound by, or responsible for, any security deposit paid by Lessee; or (e) bound by or responsible for or affected by any purchase option contained in the Lease, which provisions shall be of no force and effect upon the Lender or its successors or assigns; or (f) bound by, or responsible for, any other term or provision of the Lease which is personal to the Landlord or which may not reasonably be performed by Lender or Purchaser or their successors and assigns in the ordinary course of business.

11. No Assumption. Notwithstanding any other provisions contained in this agreement, Lender does not assume any responsibility or liability for any acts or conduct by any other person, including, but not limited to, a purchaser at foreclosure or trustee's sale or grantee under deed in lieu of foreclosure.

12. Notices. Should notice or demand be required pursuant to this agreement or the Lease, or in any proceeding involving the foreclosure or attempt to foreclose pursuant to the Deed of Trust, said notice or demand shall be in writing and shall be deemed to have been given or served upon receipt, or refusal of receipt, after being mailed, postage prepaid, by certified, registered, or express mail, return receipt requested, or when delivered in person to the appropriate addresses set forth above or to such other address as may be hereafter designated by any party thirty (30) days in advance by proper notice to the others.

13. Amendments. No amendment or modification of this agreement shall be valid or binding unless in writing, signed by the party or parties to be bound thereby.

14. Severability; Choice of Law. In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of the Lender, not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This agreement shall be governed by and construed according to the law of the State of Mississippi.

15. Successors. This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

16. Counterparts. This agreement may be executed in counterparts and when so executed, shall constitute one (1) fully integrated agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

LENDER:

____

BY: __________________________
(Name and Title)

LESSEE:

____

BY: __________________________
(Name and Title)

LANDLORD:

____

BY: __________________________
(Name and Title)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Chapter 6

WILLS AND ESTATE ADMINISTRATION

§ 6-1. Last Will and Testament.
§ 6-2. Proof of Will.
§ 6-3. Last Will and Testament — Another Form.
§ 6-4. Last Will and Testament — Another Form.
§ 6-5. Administratrix's Petition to Determine Heirs And Joint Petition by Guardian to Approve Settlement of Doubtful Claims of Estate and of Minors.
§ 6-6. Decree Determining Heirs and Authorizing Administratrix and Guardians to Settle Doubtful Claims of Estate and of Minors.
§ 6-7. Entry of Appearance.
§ 6-8. Waiver of Process.
§ 6-9. Receipt for Decree Restricting Withdrawal.
§ 6-10. Acknowledgment of Receipt.

§ 6-1. Last Will and Testament.

LAST WILL AND TESTAMENT
OF

____

I, ____________________________, a resident of and domiciled in ________ County, State of Mississippi, being over the age of twenty-one (21) years and of sound and disposing mind and memory, and in all respects competent and qualified, do hereby make, publish and declare this to be my true Last Will and Testament, hereby revoking all previous wills and codicils heretofore made by me.

ARTICLE ONE

Family Members

At the time of the execution of this Will, I am married to ____________________________, and all references in this Will to "my husband" or "said husband" shall be deemed to refer to him. My husband and I have two (2) children, both of whom are adults, namely: ____________________________. All references in this Will to "my children" or "said children" shall be deemed to refer to my above-named children.

ARTICLE TWO

Payment of Debts and Administrative Expenses

I hereby direct my Executor to pay all expenses of my last illness and funeral expenses, and to pay all of my just debts which may be probated, registered and allowed against my estate as soon as may be conveniently done; provided, however, that my Executor is authorized to pay any debt which I may owe at the time of my death not exceeding Five Hundred and No/100 Dollars ($500.00) without the necessity of such debt being probated, registered or allowed against my estate so long as my said Executor determines that such debt is a valid debt of my estate. It is my intention, however, that nothing in this Article of my Will shall be construed as creating an express trust or fund for the payment of my debts and expenses of administration which would in any way extend the statute of limitations for the payment of debts, or enlarge upon my legal obligation or any statutory duty of my Executor to pay debts.

My Executor may, in his discretion, pay all or any portion of the expenses of the administration of my estate out of the income and/or principal of the estate during the period of administration and may elect in accordance with applicable federal tax laws to deduct such expenses either for federal estate tax purposes or federal income tax purposes, or partly for one and partly for the other, irrespective of the source of payment, and without reimbursement or adjustment of the estate accounts or the amounts to which the beneficiaries of my estate may otherwise be entitled. However, my Executor shall not exercise this discretion in a manner that would result in loss of, or decrease in, the marital deduction otherwise allowable in determining the federal estate tax due by my estate.

ARTICLE THREE

Payment of Taxes

I direct my Executor to pay out of my residuary estate all federal and state estate, inheritance, succession and other death taxes which are assessed against my estate, or against any beneficiary, if any, including estate and inheritance taxes assessed on account of life insurance proceeds or any other property which shall be included in my estate for the purpose of such taxes, whether or not included in my estate for probate purposes.

ARTICLE FOUR

Specific Bequests of Tangible Personal Property

I will, give and bequeath unto my husband, if he survives me, the following described tangible personal property:

(a) All of my personal belongings and effects, including jewelry, clothing and books;
(b) All vehicles which I may own at the time of my death and all equipment relating thereto;
(c) All of my interest in the household furniture, furnishings and effects including, but not limited to, chinaware, silverware, glassware, linens, rugs, fixtures, paintings, portraits and works of art which are in, or are used in connection with, our homestead; and
4. All club memberships that I own at the time of my death.

I also will, give and bequeath unto my husband, if he survives me, any and all policies of insurance and rights thereunder pertaining to or insuring the tangible personal property bequeathed under this Article.

If my husband does not survive me, then the gifts and bequests provided for under this Article of my Will shall lapse and the property hereinabove described in this Article shall be added to and become a part of my residuary estate to be distributed as hereinafter set forth.

Notwithstanding the bequest of my personal belongings and effects, including jewelry, to my husband as hereinabove set forth in this Article, I may leave a written memorandum in which I direct the disposition of my jewelry and perhaps other personal effects to persons other than my husband. In such event, I direct my Executor to distribute the jewelry and other personal effects in accordance with the provisions of any such memorandum written entirely in my handwriting and signed by me which memorandum shall be treated as a codicil to this, my Last Will and Testament. If for any reason such a memorandum is not found and properly identified as such by my Executor within thirty (30) days after my death, then all of the property hereinabove described shall be distributed to my husband or, if he shall predecease me, as part of my residuary estate as set forth in this Article.

ARTICLE FIVE

Specific Devise of Homestead

I will, give and devise unto my husband, if he survives me, any interest in our homestead which I may own at the time of my death, including in this devise any land adjacent to said homestead and used as a part thereof. At the present time our homestead is located at ____________________________. I also will, give and bequeath unto my husband, if he survives me, all insurance policies and rights thereunder which I may have under any policy of insurance insuring or pertaining to our homestead. If my husband does not survive me, then the devise and bequest provided for under this Article of my Will shall lapse and the property hereinabove described in this Article shall be added to and become a part of my residuary estate to be distributed as hereinafter set forth.

ARTICLE SIX

Marital Deduction Bequest

If my husband, ____________________________, survives me, then I will, devise and bequeath unto my said husband, an amount equal to the maximum estate tax marital deduction (allowable in determining the federal estate tax payable by reason of my death) reduced by an amount, if any, needed to increase my taxable estate (taking into account the marital deduction allowed under federal estate tax law) to the largest amount that will, after taking into account all allowable deductions and credits, including, but not limited to, the applicable credit amount (also known as the "applicable exclusion" and "unified credit") allowed under Section 2010 of the Internal Revenue Code of 1986, as amended, result in the imposition of no, or the smallest possible, federal estate tax. Provided, however, that in determining said amount, the state death tax credit provided for under federal estate tax law shall be taken or taken into account only to the extent that such credit does not result in an increase in state estate or death taxes payable by reason of my death. In making the computations necessary to determine the amount of this pecuniary estate tax marital deduction gift, values as finally determined for federal estate tax purposes shall control. Further, in determining the amount which will be distributed to my husband under the terms of this Article, my Executor shall consider and take into account all property which passes or has passed to my said husband other than under this Article of my Will and which qualifies for the marital deduction allowed for federal estate tax purposes which property may include, without limitation, property which has passed or passes to my husband as a bequest or devise under any other Article of this, my Last Will and Testament, or which has passed or passes to my husband by beneficiary designation, or by contract, or by virtue of her being a survivor with respect to property which we own as joint tenants with rights of survivorship or as tenants by the entirety. My Executor shall have the sole discretion to determine the identity of the property of my estate, whether cash or other property, or partly cash and partly other property, which shall constitute the property to be distributed to my husband in satisfaction of the marital deduction gift provided for under this Article of my Will, but in making distributions in satisfaction of said marital deduction gift only property, including cash, which is fairly representative of the net appreciation or depreciation in the value or values of the available property on the date or dates of distribution shall be selected. No property shall be made a part of this marital deduction bequest which does not qualify for said marital deduction. The selection of property used to satisfy the bequest provided for under this Article of my Will shall not be subject to question by any beneficiary.

If my husband, ____________________________, shall not survive me then, in that event, the bequest provided for under this Article of my Will shall lapse and the property which would have otherwise been distributed to my husband under this Article shall instead be added to and become a part of my residuary estate to be distributed as hereinafter provided.

ARTICLE SEVEN

Disposition of Residuary Estate

I will, give, devise and bequeath all of the rest, residue and remainder of my property and estate, real, personal and mixed, of whatsoever kind or character and wheresoever situated, together with any lapsed bequests and devises (my "residuary estate") as follows:

A. If my husband, ____________________________ survives me, then I will, devise and bequeath my entire residuary estate unto my Trustee, In Trust, Nevertheless, to be held, maintained, administered, invested, reinvested and distributed for the uses and purposes and upon the terms and conditions hereinafter set forth:

1. The name of this Trust shall be the "____________________________ Family Trust."
2. This Trust shall be for the primary benefit of my husband, ____________________________ during his life. My Trustee shall pay all the net income of the Trust to my said husband in convenient installments, periodically, at least as often as annually, during his life. Provided, however, my Trustee may, in his sole discretion, withhold from my husband so much of the income of the Trust as my Trustee determines not to be required for his health and for his maintenance and support in the standard of living to which he is accustomed at the time of my death. My Trustee shall not be required to consider the interest of any other beneficiary in determining whether to withhold income. During the life of my husband, ____________________________, my Trustee may, in his sole discretion, pay to any child or any grandchild of mine so much of any withheld income as my Trustee determines to be required or desirable for such beneficiary's education (including college, graduate and professional education) and health. My Trustee shall, in making all decisions concerning distributions, consider that this Trust is for the primary benefit of my husband during his life. Any excess income may be added to principal in the sole discretion of my Trustee.

3. During the life of my husband, __________________________, if his total income is, in the sole discretion of my Trustee, insufficient to provide for his health and to permit him to maintain and support himself in the standard of living to which he is accustomed at the time of my death, then my Trustee may pay and distribute to my husband out of the principal of the Trust such additional sum or sums as my Trustee shall deem proper for the health care of my husband and to enable him to support and maintain himself in such standard of living, taking into account his needs. In making this determination, my Trustee may take into consideration my said husband's assets and income from sources other than this Trust known to my Trustee. My Trustee is also authorized, in his sole discretion, to pay any and all medical, nursing, hospital, institutional care and related expenses which may be incurred by my husband out of the principal of the Trust. My Trustee is further authorized, in his sole discretion, to pay out of the principal to or for the benefit of any child or any grandchild of mine, taking into consideration that this Trust is for the primary benefit of my husband, such amounts as my Trustee shall from time to time determine to be required or desirable for the education (including college, graduate and professional education) and health of any child or any grandchild of mine.
4. Upon the death of my said husband, my Trustee shall pay or reserve from the Trust estate any taxes and expenses attributable to the property and income of the Trust and my Trustee shall then distribute the balance of the property remaining in the Trust estate outright, free of trust, equally unto my children, namely: __________________________. In the event either of my children shall predecease my husband, then the equal share set apart for that deceased child shall be distributed to his or her direct lineal descendants, per stirpes. In the event either of my children shall predecease my husband and leave no direct lineal descendant surviving, then the equal share set apart for that child shall be distributed unto my other child, or, if deceased, to his or her descendants, per stirpes. In the event that either of my children shall predecease my husband and shall leave no child, no other direct lineal descendant, no sibling and no child or other direct lineal descendant of a sibling surviving, then the equal share set apart for that deceased child shall be distributed ____________________ ____________________.
5. Notwithstanding any other provision herein to the contrary, if at the time property becomes distributable to a beneficiary of mine, my Trustee learns or otherwise has knowledge that such beneficiary is involved in divorce or other legal proceedings, is ill or incapacitated, is bankrupt, insolvent, a judgment debtor or otherwise experiencing adverse financial circumstances, or other circumstances exist with respect to such beneficiary under which my Trustee, in his sole discretion, determines

that such distribution is or may be subject to claims of a spouse, a creditor or any other person, or such beneficiary's ability to reasonably, prudently and effectively manage and use such distribution is or may be impaired, then my Trustee may, in his sole discretion, defer or withhold some part or all of such distribution until such time as my Trustee determines that such circumstances no longer exist or have been mitigated to such an extent that it is reasonably prudent to make such distribution or some part thereof. The decision of my Trustee to defer or withhold some part or all of any such distribution shall not be subject to question by any beneficiary or other person, and my Trustee shall not be liable to any beneficiary or other interested person for making such decision in good faith. In the event my Trustee elects to defer or withhold distribution of principal as hereinabove provided, my Trustee may distribute income and principal to or for the benefit of such beneficiary as hereinabove provided in this Article. In the event that a beneficiary for whom a Trust share is created hereunder shall die prior to receiving the principal and all accrued income in that beneficiary's Trust share, then such Trust share, including principal and all accrued income, shall be distributed to the direct lineal descendants of such deceased beneficiary, per stirpes, or if such deceased beneficiary shall leave no direct lineal descendant surviving, in equal shares to such deceased beneficiary's siblings, or if a sibling is deceased, then that sibling's share shall be distributed to the descendants of such deceased sibling, per stirpes. Provided, however, that any property which would pass to a beneficiary of a Trust then in existence under this Article shall not pass outright to such beneficiary, but instead shall be added to the principal of such Trust to be administered in accordance with the terms and provisions hereof. In the event that a beneficiary of mine for whom a Trust share is created hereunder shall die prior to receiving all the principal and all accrued income from that beneficiary's Trust share, and such deceased beneficiary of mine shall leave no child, no other direct lineal descendant, no sibling and no child or other direct lineal descendant of a sibling surviving, then the Trust created for such deceased beneficiary of mine shall be distributed to ____________________.

B. If my husband, ____________________________, does not survive me, then, in that event, I will, give, devise and bequeath my entire residuary estate to my children, in equal shares, per stirpes. In the event either of my children shall predecease me, then the equal share set apart for that deceased child shall be distributed to his or her direct lineal descendants, per stirpes. In the event either of my children shall predecease me and leave no direct lineal descendant surviving, then the equal share set apart for that child shall be distributed unto my other child, or, if deceased, to his or her descendants. Provided, however, that my Executor shall have the authority to defer the distribution of any share if any of the circumstances hereinabove described in Paragraph A (5), of this Article, shall then exist with respect to any beneficiary of mine. My Executor shall distribute any share for which distribution is deferred to my Trustee to be held and administered as a separate and distinct Trust, and my Trustee may distribute income and principal to or for the benefit of such beneficiary in accordance with the provisions of Paragraph A (4) and (5), hereinabove set forth in this Article. Provided further, that any property that vests in and becomes distributable to a minor may be held and administered in accordance with Article Eight of this, my Last Will and Testament. In the event that either of my children shall predecease me and shall leave no child, no other direct lineal descendant, no sibling and no child or other direct lineal descendant of a sibling surviving, then the equal share set apart for that deceased child shall be distributed to

______________________________.

ARTICLE EIGHT

Property Vested In Minor Beneficiary

Whenever any property, whether principal or income, vests pursuant to the provisions of this, my Will, in a minor, persons acting hereunder as Executor or Trustee, as the case may be, shall have the right as donees of a power during minority, upon distribution of such property, to hold and manage the same until such minor attains his or her majority, and may exercise in respect of such property, and the income thereof, all powers conferred by this my Will, or by law, upon my Executor or Trustee, including the power to apply any such property or the income thereof to the use or for the benefit of such minor. Said donees shall be entitled to receive such compensation as they would be entitled to receive if they were holding the property as Trustee of a separate Trust under this Will and shall not be required to render periodic accounts to any Court. My Executor and Trustee are not required to exercise the power granted under this Article of my Will, and may, in their discretion, elect to distribute property to or for the benefit of the minor in whom such property has vested, or to such minor's natural or legal guardian, or to an eligible custodian under the Mississippi Uniform Transfers to Minors Act (and my Executor and Trustee shall not be prohibited from serving as custodian unless otherwise prohibited by law), and upon obtaining receipt therefor shall have no further obligation with respect to such property as Executor or Trustee.

ARTICLE NINE

Trust Provisions

To the extent permitted or required by law, it is my intention and I hereby direct, with respect to any trust created under the terms of this, my Last Will and Testament, that:

A. Neither the principal nor the income of any trust created hereunder, nor any part of same, shall be liable for the debts or torts of any beneficiary hereunder, nor shall the same be subject to seizure by any creditor of any beneficiary hereunder and no beneficiary hereunder shall have any power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of his or her interest in any trust, or any part of same, or the income produced from said trust, or any part of same. No part of any trust created hereunder, principal, income or increment shall be attachable, assignable, trustable or liable to be taken at law or in equity for or on account of any debt, tort, obligation or contract of the beneficiary hereunder. No beneficiary's interest in income or principal or both of any trust created hereunder is subject to voluntary or involuntary transfer.

B. Any trust created under this, my Last Will and Testament, shall be a private trust, and the Trustee shall not be required to obtain the order or approval of any Court for the exercise of any power or discretion herein given. The Trustee shall not be required to return to any Court any periodic formal accounting of her administration of any trust, but said Trustee shall render annual accounts to each beneficiary of each trust.

C. No person paying money or delivering property to the Trustee shall be required to see to its application. No bond or other security shall be required of my Trustee. The Trustee of any trust created hereunder is authorized to receive and retain for said Trustee's services in administering each trust reasonable compensation in accordance with that which is customarily and generally charged for performing trust services of the nature involved in such trust.

D. Notwithstanding any other provision of this Will to the contrary, I direct that any trust created hereunder shall terminate within the period prescribed by any applicable Rule Against Perpetuities. I further direct that in the event such termination is required, the principal of any trust then in effect shall be paid over to the primary income beneficiary of such trust, or if there are more than one, then in equal shares to the income beneficiaries, thereby terminating such trust.

ARTICLE TEN

Powers of Executor and Trustee

I hereby authorize and empower my Executor, with respect to my estate, and my Trustee, with respect to any Trust created hereunder, and any successor or successors thereof, in their sole and absolute discretion, to do the following:

1. To exercise all of the powers, rights and discretions granted by virtue of the "Uniform Trustees' Powers Law," being §§91-9-101 through 91-9-119, inclusive, of the Mississippi Code of 1972, Annotated, as now enacted, or as hereafter amended, which "Uniform Trustees' Powers Law" is hereby incorporated by reference as though fully and completely copied herein. Should said "Uniform Trustees' Powers Law" be repealed, then my Executor and Trustee herein named shall continue to have all of the powers, rights and discretions granted by said "Uniform Trustees' Powers Law," the same as if it were still in effect.
2. To purchase or otherwise acquire and to retain, whether originally a part of the estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or shares or interests in investment trusts and common trust funds, or in any other property, real, personal or mixed, as they may deem advisable, whether or not such investments or property be of the character permissible by fiduciaries, without being liable to any person for such retention or investment.
3. To pay all necessary expenses of administering the estate and any trust including taxes, trustees' fees, fees for the services of accountants, agents and attorneys, and to reimburse said parties for expenses incurred on behalf of the estate or any trust hereunder.
4. To determine what is principal and what is income with respect to all receipts and disbursements; to establish and maintain reserves for depreciation, depletion, obsolescence, taxes, insurance premiums, and any other purpose deemed necessary and proper by them and to partite and to distribute property of the estate or trust in kind or in undivided interests, and to determine the value of such property. The Trustee is hereby authorized and empowered to hold and invest the assets of any trust created hereunder jointly and in undivided shares or interests.
5. To perform such acts, to participate in such proceedings and to exercise such other rights and privileges in respect to any property, as if they were the absolute owner thereof, and in connection therewith to enter into and execute any and all agreements binding my estate and any trust created hereunder.

6. To borrow money from such source or sources and upon such terms and conditions as my Executor or Trustee shall determine, and to give such security therefor as my Executor or Trustee may determine.
7. To participate in any plan of reorganization, consolidation, dissolution, redemption, or similar proceedings involving assets comprising my estate or any trust created hereunder, and to deposit or withdraw securities under any such proceedings.
8. To compromise, settle or adjust any claim or demand by or against my estate, or any trust, to litigate any such claims, including, without limitation, any claims relating to estate or income taxes, and to agree to any recision or modification of any contract or agreement.
9. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate, or in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as my Executor or Trustee may deem advisable and for the best interest of my estate, or any trust. I hereby waive any requirement of issuing summons, giving notice of any hearing, conducting or holding any such hearing, filing bond or other security, or in any way obtaining court authority or approval for any such sale, exchange, assignment, transfer or conveyance of any real or personal property.
10. To lease any real or personal property for such term and upon such terms and conditions and rentals and in such manner as may be deemed advisable (with or without privilege of purchase), and any lease so made shall be valid and binding for the full term thereof even though the same shall extend beyond the duration of the administration of my estate, or any trust created hereunder, all without the approval or authority of any court; and to insure against fire or other risks, to make repairs, replacements and improvements, structural or otherwise, to any real property, to improve any real property and to pay the cost out of principal.
11. Unless otherwise specifically provided, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or in an undivided interest therein, or partly in cash and partly in other property, and to do so with or without regard to the income tax basis of specific property allocated to any beneficiary and without making pro rata distributions of specific assets.
12. To settle, adjust, dissolve, windup or continue any partnership or other entity in which I may own a partnership or equity interest at the time of my death, subject, however, to the terms of any partnership or other agreement to which I am a party at the time of my death. I authorize my Executor and Trustee to continue in any partnership or other entity for such periods and upon such terms as they shall determine. Neither my

Executor nor my Trustee shall be disqualified by reason of being a partner, equity owner or title holder in such firm from participating on behalf of my estate in any dealings herein authorized to be carried on between my Executor or Trustee and the partners or equity owners of any such partnership or other entity.

13. To make any elections and to take any actions necessary in connection therewith which are available under the Internal Revenue Code of 1986, as amended, including, but not limited to, Section 2032, Section 2032A, and Section 6166.
14. To disclaim any property which my estate or any trust created hereunder may otherwise be entitled to receive and to take any and all necessary or proper actions to make and fully effectuate a qualified disclaimer or disclaimers under Internal Revenue Code Section 2518, or any similar provision which may be subsequently enacted, and under any disclaimer statute or law which may at any time be in effect under Mississippi law.
15. To change the domicile or situs of any trust created hereunder.

All authorities and powers hereinabove granted unto my Executor and Trustee shall be exercised from time to time in their sole and absolute discretion and without prior authority or approval of any Court, and I intend that such powers be construed in the broadest possible manner.

ARTICLE ELEVEN

Appointment of Executor

I hereby appoint my husband, ____________________________ to be Executor of this, my Last Will and Testament and my estate. In the event that my husband shall predecease me, or, for any reason, shall fail to qualify or cease to act as my Executor, then I hereby appoint ______________, to serve as successor Executor of this, my Last Will and Testament, and my estate. In the event that my son shall predecease me, or, for any reason, shall fail to qualify or cease to act as my Executor, then I hereby appoint _______________to serve as successor Executrix of this, my Last Will and Testament, and my estate. Any reference herein to my "Executor" shall also refer to and include my successor Executor or successor Executrix herein named, and I confer upon said successor Executor or successor Executrix all of the rights, powers, duties, discretions and obligations conferred upon my original Executor hereinabove named. My Executor and my successor Executor or successor Executrix, hereinabove named, shall serve without any bond, and I hereby waive the necessity of preparing or filing any inventory, accounting or formal appraisement of my estate.

ARTICLE TWELVE

Appointment of Trustee

I hereby appoint ____________________ to be Trustee of each Trust created under this, my Last Will and Testament. If ____________________ shall be unable or unwilling to accept appointment as Trustee or for any reason shall discontinue his service as Trustee or shall resign as Trustee, then I hereby appoint my _________________, to be successor Trustee of each Trust created under this, my Last Will and Testament. Any successor Trustee shall have all of the rights, powers, duties, discretions and obligations conferred upon my original Trustee hereinabove named.

ARTICLE THIRTEEN

Construction

Throughout this Will, the masculine gender shall be deemed to include the feminine as well as the neuter, and vice versa, as to each of them; the singular shall be deemed to include the plural, and vice versa. The term "descendants" shall include the legally adopted children and more remote descendants of my children, provided that in each case such adopted child shall have been adopted prior to attaining seven (7) years of age. The headings used herein are for convenience only and shall not be construed or interpreted as limiting the scope of the Article to which the heading pertains.

IN WITNESS WHEREOF, I have hereunto affixed my signature in the presence of ______________________________, and ________________________, whom I have requested to act as subscribing witnesses hereto on this, the _____ day of __________, 20______.

WITNESSES:

____

____

We, each of the subscribing witnesses to the foregoing Last Will and Testament of ____________________________, do hereby declare that we have acted as subscribing witnesses hereto at the request of the said ____________________________; that she declared this instrument to be her Last Will and Testament to us; that she affixed her signature hereto in the presence of each of us; and that we have affixed our signatures hereto in her presence and in the presence of each other all on the day and year above written; and that on this occasion the said ____________________________, was of sound and disposing mind and memory.

WITNESS OUR SIGNATURES on this, the _____ day of ________, 20_____.

WITNESSES:	ADDRESS:
__________________	______________________
__________________	______________________

§ 6-2. Proof of Will.

STATE OF MISSISSIPPI
COUNTY OF __________

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ____, and ________________________, credible and competent subscribing witnesses to the foregoing instrument of writing dated the _____ day of __________, ______, purporting to be the Last Will and Testament of __________________________, each of whom having been first duly sworn, state on oath that the said ____________________________, signed, made, published and declared said instrument as her Last Will and Testament on the _____ day of __________, ______, the date of said instrument, in the presence of these affiants; that the ____________________________ was then of sound and disposing mind and memory, and above the age of twenty-one (21) years; that the ____________________________ was acting voluntarily without undue influence, fraud or restraint; that the affiants subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance of ___________________________, and in the presence of ____________________________, and in the presence of each other; that the ____________________________ at the time of the attestation was mentally capable of recognizing, and actually conscious of said act and attestation; that the subscribing witnesses were, at the time of said attestation, competent witnesses under the laws of the State of Mississippi; that at the time of said attestation the ____________________________, __________________, indicated to the affiants that she was a resident of and had a fixed place of residence in _________ County, State of Mississippi; and that this Proof of Will is attached to the original of that certain foregoing written instrument signed, made, published and declared by the said ____________________________ , ___________________________, as her Last Will and Testament on this, the __day of _____, 20____.

____
Name of Subscribing Witness

____
Name of Subscribing Witness

SWORN TO AND SUBSCRIBED before me on this, the _____ day of __________, 20______.

____
Notary Public

My Commission Expires:

____

§ 6-3. Last Will and Testament — Another Form.

LAST WILL AND TESTAMENT
OF

____

I, ________________, a resident of and domiciled in ______County, State of Mississippi, being over the age of twenty-one (21) years and of sound and disposing mind and memory, and in all respects competent and qualified, do hereby make, publish and declare this to be my true Last Will and Testament, hereby revoking all previous wills and codicils heretofore made by me.

ARTICLE ONE

Family Members

At the time of the execution of this Will, I am married to ________________, and all references in this Will to "my wife" or "said wife" shall be deemed to refer to her. My wife and I have two (2) children, both of whom are adults, namely: _______________. All references in this Will to "my children" or "said children" shall be deemed to refer to my above-named children.

ARTICLE TWO

Payment of Debts and Administrative Expenses

I hereby direct my Executor to pay all expenses of my last illness and funeral expenses, and to pay all of my just debts which may be probated, registered and allowed against my estate as soon as may be conveniently done; provided, however, that my Executor is authorized to pay any debt which I may owe at the time of my death not exceeding Five Hundred and No/100 Dollars ($500.00) without the necessity of such debt being probated, registered or allowed against my estate so long as my said Executor determines that such debt is a valid debt of my estate. It is my intention, however, that nothing in this Article of my Will shall be construed as creating an express trust or fund for the payment of my debts and expenses of administration which would in any way extend the statute of limitations for the payment of debts, or enlarge upon my legal obligation or any statutory duty of my Executor to pay debts.

My Executor may, in his discretion, pay all or any portion of the expenses of the administration of my estate out of the income and/or principal of the estate during the period of administration and may elect in accordance with applicable federal tax laws to deduct such expenses either for federal estate tax purposes or federal income tax purposes, or partly for one and partly for the other, irrespective of the source of payment, and without reimbursement or adjustment of the estate accounts or the amounts to which the beneficiaries of my estate may otherwise be entitled. However, my Executor shall not exercise this discretion in a manner that would result in loss of, or decrease in, the marital deduction otherwise allowable in determining the federal estate tax due by my estate.

ARTICLE THREE

Payment of Taxes

I direct my Executor to pay out of my residuary estate all federal and state estate, inheritance, succession and other death taxes which are assessed against my estate, or against any beneficiary, if any, including estate and inheritance taxes assessed on account of life insurance proceeds or any other property which shall be included in my estate for the purpose of such taxes, whether or not included in my estate for probate purposes.

ARTICLE FOUR

Specific Bequests

1. If my son, ________________________________ shall survive me, then I will, give and bequeath to him the following described property: ________________________________. If my son, ____________shall not survive me, then this bequest shall lapse, and this above listed property shall become a part of my residuary estate to be distributed as hereinafter provided.
2. If my son, _____________shall survive me, then I will, give and bequeath to him the following described property: ________________________.
3. If my son, _____________shall not survive me, then this bequest shall lapse, and this above listed property shall become a part of my residuary estate to be distributed as hereinafter provided.

ARTICLE FIVE

Marital Deduction Bequest In Trust

If my wife, _____________, survives me, then I will, devise and bequeath unto my Trustee, in trust, nevertheless, and subject to the terms and conditions hereinafter set forth, an amount equal to the maximum estate tax marital deduction (allowable in determining the federal estate tax payable by reason of my death) reduced by an amount, if any, needed to increase my taxable estate (taking into account the marital deduction allowed under federal estate tax law) to the largest amount that will, after taking into account all allowable deductions and credits, including, but not limited to, the applicable credit amount (also known as the "applicable exclusion" and "unified credit") allowed under Section 2010 of the Internal Revenue Code of 1986, as amended, result in the imposition of no, or the smallest possible, federal estate tax. Provided, however, that in determining said amount, the state death tax credit provided for under federal estate tax law shall be taken or taken into account only to the extent that use of such credit does not result in an increase in the state death or estate taxes payable by reason of my death. In making the computations necessary to determine the amount of this pecuniary estate tax marital deduction gift, values as finally determined for federal estate tax purposes shall control. Further, in determining the amount which will be distributed to my Trustee under the terms of this Article, my Executor shall consider and take into account all property which passes or has passed to my wife other than under this Article of my Will and which qualifies for the marital deduction allowed for federal estate tax purposes, which property may include, without limitation, property which has passed or passes to my said wife as a bequest or devise under any other Article of this, my Last Will and Testament, or which has passed or passes to my said wife by beneficiary designation, or by contract, or by virtue of her being a survivor with respect to property which we own as joint tenants with rights of survivorship. My Executor shall have the sole discretion to determine the identity of the property of my estate, whether cash or other property, or partly cash and partly other property, which shall constitute the property to be distributed to my Trustee in satisfaction of the marital deduction gift provided for under this Article of my Will, but in making distributions in satisfaction of said marital deduction gift only property, including cash, which is fairly representative of the net appreciation or depreciation in the value or values of the available property on the date or dates of distribution shall be selected. No assets shall be made a part of this marital deduction bequest which do not qualify for said marital deduction. The selection of the assets which are used to satisfy the bequest provided for under this Article of my Will shall not be subject to question by any beneficiary.

This Trust shall be named and known as the "______________ Marital Trust" and shall be administered by my Trustee on the following terms and conditions:

A. My Trustee shall pay all net income to my wife in convenient installments, periodically, at least as often as annually, during her life.

B. If the total income of my wife is, in the discretion of my Trustee, insufficient to enable her to maintain the standard of living to which she is accustomed at the time of my death, then my Trustee may pay to her out of the principal of the trust such additional sum or sums as my Trustee shall deem proper to enable her to maintain her accustomed standard of living. In making this determination, my Trustee may take into consideration my said wife's assets and income from sources other than this Trust. My

Trustee is also authorized, in his discretion, to pay unto my wife the amount of any and all medical, nursing, hospital, institutional care or other related expenses which may be incurred by my said wife, out of income, principal or both. No person shall have any power to appoint any part of the property of this trust to any person other than my said wife during her lifetime.

C. I hereby authorize my Executor, in his discretion, to elect that all or any fractional or percentile share of this trust be treated as qualified terminable interest property for the purpose of qualifying for the marital deduction allowable in determining the federal estate tax payable upon my death. The election made by my Executor under this Paragraph shall not be subject to question by any beneficiary under this Will. Notwithstanding anything to the contrary contained in this, my Will, I direct that:

(1) My Trustee shall not retain beyond a reasonable time any property which may be or become unproductive property nor shall my Trustee invest in unproductive property;

(2) In the event of any uncertainty regarding the interpretation of provisions of this trust for the benefit of my wife, it is my intention that its provisions shall be interpreted in the manner which would permit the property of this trust to qualify for the marital deduction authorized by the United States Internal Revenue Code, as now enacted or hereafter amended; and

(3) None of the powers granted to my Trustee by this Will shall be exercised in such a manner as to disqualify this trust or any part thereof from the marital deduction allowable in determining the federal estate tax on my estate.

D. Upon the death of my said wife, my Trustee shall distribute any undistributed income accrued to the date of her death to my wife's estate and shall distribute, pay over, deliver, assign and convey the then remaining balance of the trust estate as follows:

(1) My Trustee shall pay to my said wife's estate, or to the appropriate tax authorities, from the balance of the trust estate remaining at my said wife's death (after payment of all accrued income to her estate), any estate and inheritance taxes and any other taxes in the general nature thereof (together with any interest thereon) which are payable on account of the trust property, as it exists on the date of the death of my wife, being included in her gross estate for estate tax purposes. The amount of such taxes and interest payable shall be determined by my Trustee, it being my intention that such amount be representative of the increase in such taxes fairly attributable to the trust property being included in my wife's estate for estate tax purposes, to the end that the estate and inheritance taxes, and the other taxes in the general nature

thereof, paid from my said wife's estate shall not exceed such taxes computed as if the trust property were not taxable in my wife's estate and, to the extent that other assets of my wife's estate shall not provide sufficient funds, my Trustee may, in his discretion, pay any expenses incurred in connection with the administration of the estate of my said wife. My Trustee may retain property in trust or reserve property prior to final distribution for the payment of such taxes and expenses as my Trustee in his discretion shall determine.

(2) After distribution of accrued but undistributed income to my said wife's estate, and after payment of taxes and administrative expenses as hereinabove provided, my Trustee shall then divide the balance of the property remaining in the trust estate into as many equal shares as are necessary to create one (1) equal share for each of my children who are then living and one (1) share for the descendants, as a group, of each of my children, if any, who are then deceased with a descendant surviving. These shares, so created by my Trustee, shall be distributed to the children for whom such shares are created or, if a child of mine is then deceased, then to the descendants of such child, per stirpes. thereby terminating the trust.

E. In the event that my wife, ______________, shall predecease me, then the devise and bequest to my Trustee provided for under this Article of my Will shall lapse and all of the property which would have otherwise been distributed to my Trustee under this Article shall pass to and be distributed as a part of my residuary estate as hereinafter provided.

ARTICLE SIX

Disposition of Residuary Estate

I will, give, devise and bequeath all of the rest, residue and remainder of my property and estate, real, personal and mixed, of whatsoever kind or character and wheresoever situated, together with any lapsed bequests and devises (my "residuary estate") as follows:

A. If my wife, ______________, survives me, then I will, devise and bequeath my entire residuary estate unto my Trustee, in trust, nevertheless, to be held, maintained, administered, invested, reinvested and distributed for the uses and purposes and upon the terms and conditions hereinafter set forth:

1. The name of this trust shall be the "_________________________ _________________________ Family Trust."
2. This trust shall be for the primary benefit of my wife, ____________________________________, during her life. My Trustee shall pay all the net income of the trust to my said wife in convenient

installments, periodically, at least as often as annually, during her life. Provided, however, my Trustee may, in his sole discretion, withhold from my wife so much of the income of the trust as my Trustee determines not to be required for her health and for her maintenance and support in the standard of living to which she is accustomed at the time of my death. My Trustee shall not be required to consider the interest of any other beneficiary in determining whether to withhold income. During the life of my wife, ________________, my Trustee may, in his sole discretion, pay to any child or any grandchild of mine so much of any withheld income as my Trustee determines to be required or desirable for such beneficiary's education (including college, graduate and professional education) and health. My Trustee shall, in making all decisions concerning distributions, consider that this trust is for the primary benefit of my wife during her life. Any excess income may be added to principal in the sole discretion of my Trustee.

3. During the life of my wife, ________________, if her total income is, in the sole discretion of my Trustee, insufficient to provide for her health and to permit her to maintain and support herself in the standard of living to which she is accustomed at the time of my death, then my Trustee may pay and distribute to my wife out of the principal of the trust such additional sum or sums as my Trustee shall deem proper for the health care of my wife and to enable her to support and maintain herself in such standard of living, taking into account her needs. In making this determination, my Trustee may take into consideration my said wife's assets and income from sources other than this trust known to my Trustee. My Trustee is also authorized, in his sole discretion, to pay any and all medical, nursing, hospital, institutional care and related expenses which may be incurred by my wife out of the principal of the Trust. My Trustee is further authorized, in his sole discretion, to pay out of the principal to or for the benefit of any child or any grandchild of mine, taking into consideration that this trust is for the primary benefit of my wife, such amounts as my Trustee shall from time to time determine to be required or desirable for the education (including college, graduate and professional education) and health of any child or any grandchild of mine.
4. Upon the death of my said wife (or upon my death if my wife shall predecease me as hereinafter provided), my Trustee shall pay or reserve from the trust estate any taxes and expenses attributable to the property and income of the trust, and my Trustee shall then distribute the balance of the property remaining in the trust estate outright, free of trust, equally unto my children, namely: __________________. In the event either of my children shall predecease my wife (or shall predecease me, if my wife predeceases me), then the equal share set apart for that

deceased child shall be distributed to his direct lineal descendants, per stirpes. In the event either of my children shall predecease my wife (or shall predecease me, if my wife predeceases me) and leave no direct lineal descendant surviving, then the equal share set apart for that child shall be distributed in equal shares unto my other child, per stirpes.

5. Notwithstanding any other provision herein to the contrary, if at the time property becomes distributable to a beneficiary of mine, my Trustee learns or otherwise has knowledge that such beneficiary is involved in divorce or other legal proceedings, is ill or incapacitated, is bankrupt, insolvent, a judgment debtor or otherwise experiencing adverse financial circumstances, or other circumstances exist with respect to such beneficiary under which my Trustee, in his sole discretion, determines that such distribution is or may be subject to claims of a spouse, a creditor or any other person, or such beneficiary's ability to reasonably, prudently and effectively manage and use such distribution is or may be impaired, then my Trustee may, in his sole discretion, defer or withhold some part or all of such distribution until such time as my Trustee determines that such circumstances no longer exist or have been mitigated to such an extent that it is reasonably prudent to make such distribution or some part thereof. The decision of my Trustee to defer or withhold some part or all of any such distribution shall not be subject to question by any beneficiary or other person, and my Trustee shall not be liable to any beneficiary or other interested person for making such decision in good faith. In the event my Trustee elects to defer or withhold distribution of principal as hereinabove provided, my Trustee may distribute income and principal to or for the benefit of such beneficiary as hereinabove provided in this Article. In the event that a beneficiary for whom a Trust share is created hereunder shall die prior to receiving the principal and all accrued income in that beneficiary's Trust share, then such Trust share, including principal and all accrued income, shall be distributed to the direct lineal descendants of such deceased beneficiary, per stirpes, or if such deceased beneficiary shall leave no direct lineal descendant surviving, in equal shares to such deceased beneficiary's siblings, or if a sibling is deceased, then that sibling's share shall be distributed to the descendants of such deceased sibling, per stirpes. Provided, however, that any property which would pass to a beneficiary of a Trust then in existence under this Article shall not pass outright to such beneficiary, but instead shall be added to the principal of such Trust to be administered in accordance with the terms and provisions hereof. In the event that a beneficiary of mine for whom a Trust share is created hereunder shall die prior to receiving all the principal and all accrued income from that beneficiary's Trust share, and such deceased beneficiary of mine shall leave no child, no other

direct lineal descendant, no sibling and no child or other direct lineal descendant of a sibling surviving, then the Trust created for such deceased beneficiary of mine shall be distributed to ____________ ______________________.

B. If my husband, __________________________ does not survive me, then, in that event, I will, give, devise and bequeath my entire residuary estate to my children, in equal shares, per stirpes. In the event either of my children shall predecease me, then the equal share set apart for that deceased child shall be distributed to his or her direct lineal descendants, per stirpes. In the event either of my children shall predecease me and leave no direct lineal descendant surviving, then the equal share set apart for that child shall be distributed unto my other child, or, if deceased, to his or her descendants. Provided, however, that my Executor shall have the authority to defer the distribution of any share if any of the circumstances hereinabove described in Paragraph A (5), of this Article, shall then exist with respect to any beneficiary of mine. My Executor shall distribute any share for which distribution is deferred to my Trustee to be held and administered as a separate and distinct Trust, and my Trustee may distribute income and principal to or for the benefit of such beneficiary in accordance with the provisions of Paragraph A (4) and (5), hereinabove set forth in this Article. Provided further, that any property that vests in and becomes distributable to a minor may be held and administered in accordance with Article Eight of this, my Last Will and Testament. In the event that either of my children shall predecease me and shall leave no child, no other direct lineal descendant, no sibling and no child or other direct lineal descendant of a sibling surviving, then the equal share set apart for that deceased child shall be distributed to ______________________.

ARTICLE SEVEN

Property Vested In Minor Beneficiary

Whenever any property, whether principal or income, vests pursuant to the provisions of this, my Will, in a minor, persons acting hereunder as Executor or Trustee, as the case may be, shall have the right as donees of a power during minority, upon distribution of such property, to hold and manage the same until such minor attains his or her majority, and may exercise in respect of such property, and the income thereof, all powers conferred by this my Will, or by law, upon my Executor or Trustee, including the power to apply any such property or the income thereof to the use or for the benefit of such minor. Said donees shall be entitled to receive such compensation as they would be entitled to receive if they were holding the property as Trustee of a separate trust under this

Will and shall not be required to render periodic accounts to any Court. My Executor and Trustee are not required to exercise the power granted under this Article of my Will, and may, in their discretion, elect to distribute property to or for the benefit of the minor in whom such property has vested, or to such minor's natural or legal guardian, or to an eligible custodian under the Mississippi Uniform Transfers to Minors Act (and my Executor and Trustee shall not be prohibited from serving as custodian unless otherwise prohibited by law), and upon obtaining receipt therefor shall have no further obligation with respect to such property as Executor or Trustee.

ARTICLE EIGHT

Trust Provisions

To the extent permitted or required by law, it is my intention and I hereby direct, with respect to any trust created under the terms of this, my Last Will and Testament, that:

A. Neither the principal nor the income of any trust created hereunder, nor any part of same, shall be liable for the debts or torts of any beneficiary hereunder, nor shall the same be subject to seizure by any creditor of any beneficiary hereunder and no beneficiary hereunder shall have any power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of his or her interest in any trust, or any part of same, or the income produced from said trust, or any part of same. No part of any trust created hereunder, principal, income or increment shall be attachable, assignable, trustable or liable to be taken at law or in equity for or on account of any debt, tort, obligation or contract of the beneficiary hereunder. No beneficiary's interest in income or principal or both of any trust created hereunder is subject to voluntary or involuntary transfer.

B. Any trust created under this, my Last Will and Testament, shall be a private trust, and my Trustee shall not be required to obtain the order or approval of any Court for the exercise of any power or discretion herein given. My Trustee shall not be required to return to any Court any periodic formal accounting of his administration of any trust, but said Trustee shall render annual accounts to each beneficiary of each trust.

C. No person paying money or delivering property to my Trustee shall be required to see to its application. No bond or other security shall be required of my Trustee. The Trustee of any trust created hereunder is authorized to receive and retain for said Trustee's services in administering each trust reasonable compensation in accordance with that which is customarily and generally charged for performing trust services of the nature involved in such trust.

D. Notwithstanding any other provision of this Will to the contrary, I direct that any trust created hereunder shall terminate within the period prescribed by any applicable rule against perpetuities. I further direct that in the event such termination is required, the principal of any trust then in effect shall be paid over to the primary income beneficiary of such trust, or if there are more than one, then in equal shares to the income beneficiaries, thereby terminating such trust.

ARTICLE NINE

Simultaneous Death Provision

If my death and the death of my wife occur under such circumstances that there is not sufficient evidence that we have died otherwise than simultaneously, i.e. that the order of our deaths cannot be established by proof, it shall be conclusively presumed that my wife survived me, and this presumption shall apply throughout this Will. Further, my wife shall not be required to survive me for any period of time prescribed by statute or otherwise in order to qualify as a beneficiary under this Will, it being my express intention that she be required only to survive me to take hereunder.

ARTICLE TEN

Powers of Executor and Trustee

I hereby authorize and empower my Executor, with respect to my estate, and my Trustee, with respect to any trust created hereunder, and any successor or successors thereof, in their sole and absolute discretion, to do the following:

1. To exercise all of the powers, rights and discretions granted by virtue of the "Uniform Trustees' Powers Law," being §§91-9-101 through 91-9-119, inclusive, of the Mississippi Code of 1972, Annotated, as now enacted, or as hereafter amended, which "Uniform Trustees' Powers Law" is hereby incorporated by reference as though fully and completely copied herein. Should said "Uniform Trustees' Powers Law" be repealed, then my Executor and Trustee herein named shall continue to have all of the powers, rights and discretions granted by said "Uniform Trustees' Powers Law," the same as if it were still in effect.
2. To purchase or otherwise acquire and to retain, whether originally a part of the estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or shares or interests in investment trusts and common trust funds, or in any other property, real, personal or mixed, as they may deem advisable, whether or not such investments or property be of the

character permissible by fiduciaries, without being liable to any person for such retention or investment.

3. To pay all necessary expenses of administering the estate and any trust including taxes, trustees' fees, fees for the services of accountants, agents and attorneys, and to reimburse said parties for expenses incurred on behalf of the estate or any trust hereunder.
4. To determine what is principal and what is income with respect to all receipts and disbursements; to establish and maintain reserves for depreciation, depletion, obsolescence, taxes, insurance premiums, and any other purpose deemed necessary and proper by them and to partite and to distribute property of the estate or trust in kind or in undivided interests, and to determine the value of such property. My Trustee is hereby authorized and empowered to hold and invest the assets of any trust created hereunder jointly and in undivided shares or interests.
5. To perform such acts, to participate in such proceedings and to exercise such other rights and privileges in respect to any property, as if they were the absolute owner thereof, and in connection therewith to enter into and execute any and all agreements binding my estate and any trust created hereunder.
6. To borrow money from such source or sources and upon such terms and conditions as my Executor or Trustee shall determine, and to give such security therefor as my Executor or Trustee may determine.
7. To participate in any plan of reorganization, consolidation, dissolution, redemption, or similar proceedings involving assets comprising my estate or any trust created hereunder, and to deposit or withdraw securities under any such proceedings.
8. To compromise, settle or adjust any claim or demand by or against my estate, or any trust, to litigate any such claims, including, without limitation, any claims relating to estate or income taxes, and to agree to any recision or modification of any contract or agreement.
9. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate, or in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as my Executor or Trustee may deem advisable and for the best interest of my estate, or any trust. I hereby waive any requirement of issuing summons, giving notice of any hearing, conducting or holding any such hearing, filing bond or other security, or in any way obtaining court authority or approval for any such sale, exchange, assignment, transfer or conveyance of any real or personal property.
10. To lease any real or personal property for such term and upon such terms and conditions and rentals and in such manner as may be deemed advisable (with or without privilege of purchase), and any lease so made

shall be valid and binding for the full term thereof even though the same shall extend beyond the duration of the administration of my estate, or any trust created hereunder, all without the approval or authority of any court; and to insure against fire or other risks, to make repairs, replacements and improvements, structural or otherwise, to any real property, to improve any real property and to pay the cost out of principal.

11. Unless otherwise specifically provided, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or in an undivided interest therein, or partly in cash and partly in other property, and to do so with or without regard to the income tax basis of specific property allocated to any beneficiary and without making pro rata distributions of specific assets.
12. To settle, adjust, dissolve, windup or continue any partnership or other entity in which I may own a partnership or equity interest at the time of my death, subject, however, to the terms of any partnership or other agreement to which I am a party at the time of my death. I authorize my Executor and Trustee to continue in any partnership or other entity for such periods and upon such terms as they shall determine. Neither my Executor nor my Trustee shall be disqualified by reason of being a partner, equity owner or title holder in such firm from participating on behalf of my estate in any dealings herein authorized to be carried on between my Executor or Trustee and the partners or equity owners of any such partnership or other entity.
13. To make any elections and to take any actions necessary in connection therewith which are available under the Internal Revenue Code of 1986, as amended, including, but not limited to, Section 2032, Section 2032A, and Section 6166.
14. To disclaim any property which my estate or any trust created hereunder may otherwise be entitled to receive and to take any and all necessary or proper actions to make and fully effectuate a qualified disclaimer or disclaimers under Internal Revenue Code Section 2518, or any similar provision which may be subsequently enacted, and under any disclaimer statute or law which may at any time be in effect under Mississippi law.
15. To change the domicile or situs of any trust created hereunder.

All authorities and powers hereinabove granted unto my Executor and Trustee shall be exercised from time to time in their sole and absolute discretion and without prior authority or approval of any Court, and I intend that such powers be construed in the broadest possible manner.

ARTICLE ELEVEN

Appointment of Executor

I hereby appoint ________________to be Executor of this, my Last Will and Testament and my estate. In the event that ______________ shall predecease me, or, for any reason, shall fail to qualify or cease to act as my Executor, then I hereby appoint ___________________________, to serve as successor Executor of this, my Last Will and Testament, and my estate. Any reference herein to my "Executor" shall also refer to and include my successor Executor herein named and I confer upon said successor Executor all of the rights, powers, duties, discretions and obligations conferred upon my original Executor hereinabove named. My Executor and my successor Executor, hereinabove named, shall serve without any bond, and I hereby waive the necessity of preparing or filing any inventory, accounting or formal appraisement of my estate.

ARTICLE TWELVE

Appointment of Trustee

I hereby appoint ___________________________________, to be Trustee of each trust created under this, my Last Will and Testament. If ________________________________, shall be unable or unwilling to accept appointment as Trustee or for any reason shall discontinue ___ service as Trustee or shall resign as Trustee, then I hereby appoint ____________________________ to be successor Trustee of each trust created under this, my Last Will and Testament. Any successor Trustee shall have all of the rights, powers, duties, discretions and obligations conferred upon my original Trustee hereinabove named.

ARTICLE THIRTEEN

Construction

Throughout this Will, the masculine gender shall be deemed to include the feminine as well as the neuter, and vice versa, as to each of them; the singular shall be deemed to include the plural, and vice versa. The term "descendants" shall include the legally adopted children and more remote descendants of my children, provided that in each case such adopted child shall have been adopted prior to attaining seven (7) years of age. The headings used herein are for convenience only and shall not be construed or interpreted as limiting the scope of the Article to which the heading pertains.

IN WITNESS WHEREOF, I have hereunto affixed my signature in the presence of ________________________________ and ________________________________, whom I have requested to act as subscribing witnesses hereto on this, the ___ day of _____________, _____.

____

WITNESSES:

____

____

We, each of the subscribing witnesses to the foregoing Last Will and Testament of ______________________, do hereby declare that we have acted as subscribing witnesses hereto at the request of the said _________________; that he declared this instrument to be his Last Will and Testament to us; that he affixed his signature hereto in the presence of each of us; and that we have affixed our signatures hereto in his presence and in the presence of each other all on the day and year above written; and that on this occasion the said ______________________, was of sound and disposing mind and memory.

WITNESS OUR SIGNATURES on this, the ___ day of ________, 20_____.

WITNESSES:	ADDRESS:
_________________	______________________
_________________	______________________
_________________	______________________

§ 6-4. Last Will and Testament — Another Form.

LAST WILL AND TESTAMENT
OF

____

I, ________________, a resident of and domiciled in the City of _______, County of _______, State of Mississippi, being over the age of twenty-one (21) years and of sound and disposing mind and memory, and in all respects competent and qualified, do hereby make, publish and declare this to be my true Last Will and Testament, hereby revoking all previous wills and codicils heretofore made by me.

ARTICLE ONE

Family Members

At the time of the execution of this Will, I am married to _____________, and all references in this Will to "my wife" or "said wife" refer to her. My wife and I have one (1) child, namely: ______________, born ___________________. All references in this Will to "my children" or "said children" shall be deemed to refer to my above-named child and each child born after the execution of this Will to me and my wife, ________________________________.

ARTICLE TWO

Payment of Debts and Administrative Expenses

I hereby direct my Executrix to pay all expenses of my last illness and funeral expenses, and to pay all of my just debts which may be probated, registered and allowed against my estate as soon as may be conveniently done; provided, however, that my Executrix is authorized to pay any debt which I may owe at the time of my death not exceeding Five Hundred Dollars ($500.00) without the necessity of such debt being probated, registered or allowed against my estate so long as my said Executrix determines that such debt is a valid debt of my estate. It is my intention, however, that nothing in this Article of my Will shall be construed as creating an express trust or fund for the payment of my debts and expenses of administration which would in any way extend the statute of limitations for the payment of debts, or enlarge upon my legal obligation or any statutory duty of my Executrix to pay debts.

My Executrix may, in her discretion, pay all or any portion of the expenses of the administration of my estate out of the income and/or principal of the estate during the period of administration and may elect in accordance with applicable federal tax laws to deduct such expenses either for federal estate tax purposes or federal income tax purposes, or partly for one and partly for the other, irrespective of the source of payment, and without reimbursement or adjustment of the estate accounts or the amounts to which the beneficiaries of my estate may otherwise be entitled. However, my Executrix shall not exercise this discretion in a manner that would result in loss of, or decrease in, the marital deduction otherwise allowable in determining the federal estate tax due by my estate.

ARTICLE THREE

Payment of Taxes

I direct my Executrix to pay out of my residuary estate all federal and state estate, inheritance, succession and other death taxes which are assessed against my estate, or against any beneficiary, if any, including estate and inheritance taxes assessed on account of life insurance proceeds or any other property which shall be included in my estate for the purpose of such taxes, whether or not included in my estate for probate purposes.

ARTICLE FOUR

Specific Bequests of Tangible Personal Property

I will, give and bequeath unto my wife, ______________, if she survives me, the following described tangible personal property:

(a) All of my personal belongings and effects, including jewelry, clothing and books;
(b) Any vehicles which I may own at the time of my death and all equipment relating thereto;
(c) All of my interest in the household furniture, furnishings and effects including, but not limited to, chinaware, silverware, glassware, linens, rugs, fixtures, paintings, portraits and works of art which are in, or are used in connection with, our homestead; and
(d) All club memberships that I own at the time of my death.

I also will, give and bequeath unto my husband, if he survives me, any and all policies of insurance and rights thereunder pertaining to or insuring the tangible personal property bequeathed under this Article. If my husband does not survive me, then the gifts and bequests provided for under this Article of my Will shall lapse and the property hereinabove described in this Article shall be added to and become a part of my residuary estate to be distributed as hereinafter set forth.

Notwithstanding the bequest of my personal belongings and effects, including jewelry, to my husband as hereinabove set forth in this Article, I may leave a written memorandum in which I direct the disposition of my jewelry and perhaps other personal effects to persons other than my husband. In such event, I direct my Executor to distribute the jewelry and other personal effects in accordance with the provisions of any such memorandum written entirely in my handwriting and signed by me which memorandum shall be treated as a codicil to this, my Last Will and Testament. If for any reason such a memorandum is not found and properly identified as such by my Executor within thirty (30) days after my death, then all of the property hereinabove described shall be distributed to my husband or, if he shall predecease me, as part of my residuary estate as set forth in this Article.

ARTICLE FIVE

Specific Devise of Homestead

I will, give and devise unto my wife, if she survives me, any interest in our homestead which I may own at the time of my death, including in this devise any land adjacent to said homestead and used as a part thereof. At the present time our homestead is located at ____________. I also will, give and bequeath unto my wife, if she survives me, all insurance policies and rights thereunder which I may have under any policy of insurance insuring or pertaining to our homestead. If my wife does not survive me, then the devise and bequest provided for under this Article of my Will shall lapse and the property hereinabove described in this Article shall be added to and become a part of my residuary estate to be distributed as hereinafter set forth.

ARTICLE SIX

Disposition of Residuary Estate

After payment of my debts, administrative expenses, taxes, specific bequests and specific devise as hereinabove provided, I will, devise and bequeath all the rest, residue and remainder of my property and estate, real, personal, and mixed, of whatsoever kind and character and wheresoever situated (my "residuary estate"), to my wife, ____________________, if she survives me. It is my express intention to will, devise and bequeath my entire estate unto my wife if she survives me, thereby intentionally excluding any of my children that may be living or conceived at the time of my death.

If my said wife shall not survive me, then, in that event, I will devise and bequeath my entire residuary estate in equal shares to my children, share and share alike. If any one of my children shall predecease me, then, in that event, I will, devise and bequeath that deceased child's share unto his/her descendants, per stirpes. If any of my children shall predecease me and leave no descendants surviving, then I will, devise and bequeath that deceased child's share equally unto the children of mine living at the time of my death, share and share alike.

If at the time of my death, my wife shall have deceased me and I leave no descendants surviving, then, in that event, I will, devise and bequeath my entire estate unto ______________.

ARTICLE SEVEN

Property Vested In Minor Beneficiary

Whenever any property, whether principal or income, vests pursuant to the provisions of this, my Will, in a minor, the person acting hereunder as Executrix shall have the right as donee of a power during minority, upon distribution of such property, to hold and manage the same until such minor attains his or her majority, and may exercise in respect of such property, and the income thereof, all powers conferred by this my Will, or by law, upon my Executrix, including the power to apply any such property or the income thereof to the use or for the benefit of such minor. Said donee shall be entitled to receive such compensation as she would be entitled to receive if she were holding the property as Trustee of a separate trust under this Will and shall not be required to render periodic accounts to any Court. My Executrix is not required to exercise the power granted under this Article of my Will, and may, in her discretion, elect to distribute property to or for the benefit of the minor in whom such property has vested, or to such minor's natural or legal guardian, or to an eligible custodian under the Mississippi Uniform Transfers to Minors Act (and my Executrix shall not be prohibited from serving as custodian unless otherwise prohibited by law), and upon obtaining receipt therefor shall have no further obligation with respect to such property as Executrix.

ARTICLE EIGHT

Appointment of Guardian

In the event my wife, ______________, shall not survive me or shall otherwise be unable or unwilling to serve, then I hereby appoint ______________ to serve as Guardian of the person and property of my minor children. I direct that no bond or other security be required of my Guardian hereinabove named in this Article of my Will.

ARTICLE NINE

Powers of Executrix

I hereby authorize and empower my Executrix, with respect to my estate, and any successor or successors thereof, in their sole and absolute discretion, to do the following:

1. To exercise all of the powers, rights and discretions granted by virtue of the "Uniform Trustees' Powers Law," being §§91-9-101 through 91-9-119, inclusive, of the Mississippi Code of 1972, Annotated, as now enacted, or as hereafter amended, which "Uniform Trustees' Powers Law" is hereby incorporated by reference as though fully and completely copied herein. Should said "Uniform Trustees' Powers Law" be repealed, then my Executrix herein named shall continue to have all of the powers, rights and discretions granted by said "Uniform Trustees' Powers Law," the same as if it were still in effect.
2. To purchase or otherwise acquire and to retain, whether originally a part of the estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or shares or interests in investment trusts and common trust funds, or in any other property, real, personal or mixed, as she may deem advisable, whether or not such investments or property be of the character permissible by fiduciaries, without being liable to any person for such retention or investment.
3. To pay all necessary expenses of administering the estate, including taxes, fees for the services of accountants, agents and attorneys, and to reimburse said parties for expenses incurred on behalf of the estate.
4. To determine what is principal and what is income with respect to all receipts and disbursements; to establish and maintain reserves for depreciation, depletion, obsolescence, taxes, insurance premiums, and any other purpose deemed necessary and proper by her and to partite and to distribute property of the estate in kind or in undivided interests, and to determine the value of such property.
5. To borrow money from such source or sources and upon such terms and conditions as my Executrix shall determine, and to give such security therefor as my Executrix may determine.
6. To participate in any plan of reorganization, consolidation, dissolution, redemption, or similar proceedings involving assets comprising my estate or any trust created hereunder, and to deposit or withdraw securities under any such proceedings.
7. To compromise, settle or adjust any claim or demand by or against my estate, to litigate any such claims, including, without limitation, any claims relating to estate or income taxes, and to agree to any recision or modification of any contract or agreement.

8. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate at public or private sale, at such time and price and upon such terms and conditions (including credit) as my Executrix may deem advisable and for the best interest of my estate. I hereby waive any requirement of issuing summons, giving notice of any hearing, conducting or holding any such hearing, filing bond or other security, or in any way obtaining court authority or approval for any such sale, exchange, assignment, transfer or conveyance of any real or personal property.
9. To lease any real or personal property for such term and upon such terms and conditions and rentals and in such manner as may be deemed advisable (with or without privilege of purchase), and any lease so made shall be valid and binding for the full term thereof even though the same shall extend beyond the duration of the administration of my estate, or any trust created hereunder, all without the approval or authority of any court; and to insure against fire or other risks, to make repairs, replacements and improvements, structural or otherwise, to any real property, to improve any real property and to pay the cost out of principal.
10. Unless otherwise specifically provided, to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or in an undivided interest therein, or partly in cash and partly in other property, and to do so with or without regard to the income tax basis of specific property allocated to any beneficiary and without making pro rata distributions of specific assets.
11. To settle, adjust, dissolve, windup or continue any partnership in which I may own a partnership interest at the time of my death, subject, however, to the terms of any partnership agreement to which I am a party at the time of my death. I authorize my Executrix to continue in any partnership for such periods and upon such terms as she shall determine. My Executrix shall not be disqualified by reason of being a partner in such firm from participating on behalf of my estate in any dealings herein authorized to be carried on between my Executrix and the partners of any such partnership.
12. To make any elections and to take any actions necessary in connection therewith which are available under the Internal Revenue Code of 1986, as amended, including, but not limited to, Section 2032, Section 2032A, and Section 6166.
13. To disclaim any property which my estate created hereunder may otherwise be entitled to receive and to take any and all necessary or proper actions to make and fully effectuate a qualified disclaimer or disclaimers under Internal Revenue Code Section 2518, or any similar provision which may be subsequently enacted, and under any disclaimer statute or law which may at any time be in effect under Mississippi law.

All authorities and powers hereinabove granted unto my Executrix shall be exercised from time to time in her sole and absolute discretion and without prior authority or approval of any Court, and I intend that such powers be construed in the broadest possible manner.

ARTICLE TEN

Appointment of Executrix

I hereby appoint my wife, ______________, to be Executrix of this, my Last Will and Testament and my estate. In the event that my wife shall predecease me, or, for any reason, shall fail to qualify or cease to act as my Executrix, then I hereby appoint ______________________ to serve as successor Executrix of this, my Last Will and Testament, and my estate. Any reference herein to my "Executrix" shall also refer to and include my successor Executrix herein named and I confer upon said successor Executrix all of the rights, powers, duties, discretions and obligations conferred upon my original Executrix hereinabove named. My Executrix and my successor Executrix hereinabove named, shall serve without any bond, and I hereby waive the necessity of preparing or filing any inventory, accounting or formal appraisement of my estate.

ARTICLE ELEVEN

Construction

Throughout this Will, the masculine gender shall be deemed to include the feminine as well as the neuter, and vice versa, as to each of them; the singular shall be deemed to include the plural, and vice versa. The headings used herein are for convenience only and shall not be construed or interpreted as limiting the scope of the Article to which the heading pertains.

IN WITNESS WHEREOF, I have hereunto affixed my signature in the presence of ________________________ and _________, whom I have requested to act as subscribing witnesses hereto on this, the ____ day of _______, 20_____.

____

WITNESSES:

____

____

We, each of the subscribing witnesses to the foregoing Last Will and Testament of ___________________, do hereby declare that we have acted as subscribing witnesses hereto at the request of the said _______________; that he declared this instrument to be his Last Will and Testament to us; that he affixed his signature hereto in the presence of each of us; and that we have affixed our signatures hereto in his presence and in the presence of each other all on the day and year above written; and that on this occasion the said_____________, was of sound and disposing mind and memory.

WITNESS OUR SIGNATURES on this, the ____ day of _____________, 20______.

WITNESSES:	ADDRESS:
________________________	____________________
________________________	____________________

§ 6-5. Administratrix's Petition to Determine Heirs And Joint Petition by Guardian to Approve Settlement of Doubtful Claims of Estate and of Minors.

IN THE CHANCERY COURT OF __________ COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE
OF ___[SUSAN SMITH]_______ Cause No. _________

IN THE MATTER OF THE GUARDIANSHIP
OF [MARY SMITH] AND [ELLEN SMITH] Cause No. __________

ADMINISTRATRIX'S PETITION TO DETERMINE HEIRS AND JOINT PETITION BY GUARDIAN TO APPROVE SETTLEMENT OF DOUBTFUL CLAIMS OF ESTATE AND OF MINORS

Petitioner __[Ann Jones]__, individually, as Administratrix of the Estate of [Susan Smith]__, deceased, and as personal representative and on behalf of any and all heirs-at-law and wrongful death beneficiaries of __[Susan Smith]__, deceased, petitions the Court for a determination of the heirs-at-law and wrongful death beneficiaries of __[Susan Smith]__ and for authority to settle a doubtful claim of the estate.

Petitioner __[Bob Parker]__, as father and natural guardian of _[Mary Smith] and_[Ellen Smith]_ petitions the Court for approval and authority to compromise and settle the doubtful claims of his minors.

This joint petition is made pursuant to Miss. Code Ann. §§ 91-7-229, 11-7-13 and 93-13-59. In support, Petitioners would show as follows:

1. Petitioner __[Ann Jones]__ is the duly appointed, qualified, and acting Administratrix of the Estate of __[Susan Smith]_, deceased, having taken an oath and having been issued Letters of Administration by this Court. Petitioner _[Ann Jones]_ brings this petition in her individual capacity as mother of the deceased, as Administratrix of the Estate of _[Susan Smith]_, and as personal representative of and for and on behalf on behalf of any and all heirs-at-law and wrongful death beneficiaries of _[Susan Smith]_.

2. Petitioner __[Bob Parker]__ is the father and natural guardian of __[Mary Smith] and [Ellen Smith]_, minors.

3. [Susan Smith] was born on [date], and died on or about [date]. At the time of her death, [Susan Smith] left [two] minor children: [Mary Smith] and [Ellen Smith]. The children were born of the marriage of [Susan Smith] and Petitoner [Bob Parker]. [Susan Smith] was divorced and had no husband at the time of her death.

4. On or about [date], [Susan Smith] was driving a [vehicle] on in [road] County, Mississippi, when the vehicle left the roadway and collided into a tree. [Susan Smith] died at the scene from injuries received in the accident.

5. Subsequently, Petitioner [Ann Jones] engaged the services of attorneys to investigate the facts and circumstances of the accident and death and to represent her and the wrongful death beneficiaries and the heirs-at-law of [Susan Smith], deceased. In due course, suit was filed against [vehicle manufacturer] and John Does 1-10 in the Circuit Court of ____________ County, Mississippi, Civil Action No. ___________.

6. Petitioner [Ann Jones], acting as administratrix of the estate and personal representative of any and all wrongful death beneficiaries, asserted claims against the defendants for strict liability, negligence, breach of warranty, failure to warn, and punitive damages, alleging, among other things, that the [vehicle] involved in the accident was defective and unreasonably dangerous due, among other things, to an alleged inadequate occupant restraint system. The defendants answered the lawsuit, denying and vigorously contesting all liability for the alleged accident and death.

7. Petitioners and their attorneys have investigated the facts and circumstances surrounding the accident and death of [Susan Smith]. Attorneys for Petitioner [Ann Jones] have interviewed fact witnesses, have researched liability issues concerning the subject vehicle, have hired expert witnesses, have taken discovery from the defendants, and have reviewed the coroner's records, the Mississippi Uniform Accident Report, and other official documents concerning the accident and death of [Susan Smith]. Based on their investigation, Petitioner [Ann Jones] and her attorneys pursued settlement negotiations with counsel for the defendants. Petitioner [Bob Parker] expressly ratifies the terms of the proposed settlement. Subject to this Court's approval, the parties have agreed to fully settle and compromise the claims against the defendants for a lump sum payment plus structured periodic payments in favor of the [two] minor children in confidential amounts to be disclosed to the Court at the hearing of this matter. As part of the proposed settlement, Petitioners and their attorneys agree to satisfy any liens or subrogation rights, if any, arising out of the accident and death of [Susan Smith].

8. Petitioners and their attorneys have thoroughly investigated the facts and law pertaining to the accident and death of [Susan Smith]. They are convinced that liability is doubtful, that the claims against the defendants cannot be readily collected, that the proposed settlement is fair, reasonable, and adequate,

and that it is in the best interests of the estate and the minor beneficiaries of _[Susan Smith]__, deceased, that the proposed settlement should be approved and authorized by this Court.

9. Petitioners' attorneys have performed valuable legal services and have incurred substantial expenses for which they should be compensated and reimbursed.

10.The proposed compromise and settlement is conditioned upon the execution and delivery by Petitioners of a Settlement Agreement in a form to be presented to the Court at the hearing of this matter, and further upon full and final dismissal with prejudice of the aforementioned lawsuit.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that the Court conduct a hearing and investigate these matters, and upon such investigation and hearing determine as follows:

1. Adjudicate who are the heirs-at-law and wrongful death beneficiaries of [Susan Smith]_, deceased;
2. Approve and authorize Petitioner __[Ann Jones]_ to compromise and settle all claims against the defendants arising out of the subject accident and death of [Susan Smith]___ on behalf of the estate, heirs-at-law, and wrongful death beneficiaries of _[Susan Smith]_ for the confidential amounts to be disclosed to the Court at the hearing of this matter;
3. Approve and authorize Petitioner _[Bob Parker]_ to compromise and settle all claims in favor of the minors __[Mary Smith]__and__[Ellen Smith]__ related to the subject accident and death of their mother, __[Susan Smith]_, for the confidential amounts to be disclosed to the Court at the hearing of this matter;
4. To authorize and direct Petitioners to execute and deliver a Settlement Agreement in the form to be presented to the Court at the hearing of this matter;
5. To authorize Petitioners to fully and finally dismiss with prejudice the aforementioned lawsuit, and all claims asserted therein;
6. To authorize Petitioners to pay their attorneys a reasonable fee for services rendered and expenses incurred in connection with this matter; and,
7. To award such other relief as may be appropriate under the circumstances.

Respectfully submitted,

____
[Bob Parker], as father and natural
guardian of [Mary Smith] and
[Ellen Smith], minors.

____
[Ann Jones], individually and as
administratrix of the estate of
[Susan Smith], and as personal
representative and for an on
behalf of any and all wrongful
death beneficiaries of [Susan
Smith].

STATE OF MISSISSIPPI

COUNTY OF _______________

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named [Ann Jones], who having been by me first duly sworn, states on oath that she signed and delivered the above and foregoing Administratrix's Petition to Determine Heirs and Joint Petition by Administratrix and Guardians to Approve Settlement of Doubtful Claims of Estate and of Minors, and that the matters and facts set forth therein are true and correct.

____

Sworn to and subscribed before me this _____ day of __________, 20_____.

____
Notary Public

My Commission Expires: _______________

STATE OF MISSISSIPPI

COUNTY OF ____________

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _[Bob Parker]_, who having been by me first duly sworn, states on oath that he signed and delivered the above and foregoing Administratrix's Petition to Determine Heirs and Joint Petition by Administratrix and Guardians to Approve Settlement of Doubtful Claims of Estate and of Minors, and that the matters and facts set forth therein are true and correct.

____

Sworn to and subscribed before me this _____ day of __________, 20____.

____
Notary Public

My Commission Expires: ____________

§ 6-6. Decree Determining Heirs and Authorizing Administratrix and Guardian to Settle Doubtful Claims of Estate and of Minors.

IN THE CHANCERY COURT OF ______________ COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE
OF [SUSAN SMITH] Cause No. ______

IN THE MATTER OF THE GUARDIANSHIP
OF [MARY SMITH] AND [ELLEN SMITH] Cause No. ______

DECREE DETERMINING HEIRS AND AUTHORIZING ADMINISTRATRIX AND GUARDIAN TO SETTLE DOUBTFUL CLAIMS OF ESTATE AND OF MINORS

This matter is before the Court in two different cause numbers on the Administratrix's Petition to Determine Heirs and Joint Petition by Administratrix and Guardian to Approve Settlement of Doubtful Claims of Estate and of Minors. The Court has held a hearing in open court, has heard the presentations of counsel and the testimony of witnesses, has fully considered the matters pending before it and is prepared to rule. The Court hereby finds and adjudicates as follows:

1. Petitioner [Ann Jones] is the duly appointed, qualified, and acting Administratrix of the Estate of [Susan Smith], deceased, having taken an oath and having been issued Letters of Administration by this Court.

2. Petitioner [Bob Parker] is the father and natural guardian of [Mary Smith] and [Ellen Smith], minors.

3. [Susan Smith] was born on [date] and died on or about [date]. At the time of her death, [Susan Smith] left two minor children:. [Mary Smith] and [Ellen Smith]. [Susan Smith] was divorced and had no husband at the time of her death.

4. On or about [date], [Susan Smith] was driving a [vehicle] on [road] in County, Mississippi, when the vehicle left the roadway and collided into a tree. [Susan Smith] died at the scene from injuries received in the accident.

5. Subsequently, Petitioner [Ann Jones] engaged the services of attorneys to investigate the facts and circumstances of the accident and death and to represent her and the wrongful death beneficiaries and the heirs-at-law of

[Susan Smith], deceased. In due course, suit was filed against [vehicle manufacturer] in the Circuit Court of _______ County, Mississippi, Civil Action No. _______.

6. Petitioner [Ann Jones], acting as administratrix and personal representative of any and all other wrongful death beneficiaries, asserted claims against the defendants for strict liability, negligence, breach of warranty, failure to warn, and punitive damages, alleging, among other things, that the [vehicle] involved in the accident was defective and unreasonably dangerous due, among other things, to an alleged inadequate occupant restraint system. The defendants answered the lawsuit, denying and vigorously contesting all liability for the alleged accident and death.

7. The Court finds that Petitioners and their attorneys have fully investigated the facts and circumstances surrounding the accident and death of [Susan Smith]. Attorneys for Petitioner [Ann Jones] have interviewed fact witnesses, have researched liability issues concerning the subject vehicle, have hired expert witnesses, have taken discovery from the defendants, and have reviewed the coroner's records, the Mississippi Uniform Accident Report, and other official documents concerning the accident and death of [name]. Based on their investigation, Petitioner [Ann Jones] and her attorneys pursued settlement negotiations with counsel for the defendants. Petitioner [Ann Jones] expressly ratifies the terms of the proposed settlement. Subject to this Court's approval, the parties have agreed to fully settle and compromise the claims against the defendants by the payment of a lump sum plus structured periodic payments in favor of the [two] minor children in confidential amounts that have been disclosed to the Court at the hearing of this matter. As part of the proposed settlement, Petitioners and their attorneys agree to satisfy any liens or subrogation rights, if any, arising out of the accident and death of [Susan Smith].

8. The Court finds that Petitioners and their attorneys have thoroughly investigated the facts and law pertaining to the accident and death of [Susan Smith]. At the hearing before the Court, Petitioners [Ann Jones] and [Bob Parker] appeared and participated with their attorneys. Among other proof and testimony offered at the hearing, the Court has reviewed, heard and had available to it the following: oral presentations made by counsel for Petitioners and for the defendants; the sworn testimony of Petitioners [Ann Jones] and [Bob Parker]; deposition testimony of key fact witnesses; photographs of the vehicle and accident scene; documents produced by the defendants concerning the design, manufacture, and sale of the subject vehicle; medical records of the deceased; expert witness opinions of experts for Petitioners and for the defendants. Based upon all of the foregoing and having considered the rights and interests of the estate and the minor children, the Court finds and concludes that liability is doubtful, that the claims against the defendant cannot be readily collected, that a jury could reasonably conclude that the

defendant was not at fault and that the accident and death were caused in whole or in part by the negligence of the deceased.

9. The Court has fully reviewed both the proposed the lump sum payment and the structured periodic payments in favor of the three minor children, including the amounts, the dates, the manner of distribution and other particulars which are fully described in the Settlement Agreement which has been presented to the Court. Pursuant to the agreement, the amounts of these payments are to be kept confidential. The Court further finds that it is in the best interests of the two minor children that the amounts of these payments be kept confidential for their own protection and well being. The Court further concludes that the proposed settlement is fair, reasonable, and adequate, and that it is in the best interests of the estate and the minor beneficiaries of [Susan Smith], deceased, that the proposed settlement should be approved and authorized by this Court.

10. The Court further finds that the only wrongful death beneficiaries of [Susan Smith], as defined by Miss. Code Ann. § 11-7-13, are her two children: [Mary Smith] and [Ellen Smith]. The Court finds that [Susan Smith] was divorced and unmarried at the time of her death. The Administratrix has published notice to determine the identity of any unknown heirs, as required by statute, and no response has been received.

11.The Court finds that Petitioners' attorneys have performed valuable legal services and have incurred substantial expenses for which they should be compensated and reimbursed.

12. The Court has reviewed the terms of the Settlement Agreement presented at the hearing of this matter and finds it to be accurate, fair and reasonable to accomplish the purposes of settlement.

WHEREFORE, PREMISES CONSIDERED, the Court hereby adjudicates as follows:

1. That the only wrongful death beneficiaries of [Susan Smith], deceased, are her two children [Mary Smith] and [Ellen Smith];

2. That Petitioner [Ann Jones] is authorized to compromise and settle all claims against the defendants arising out of the subject accident and death of [Susan Smith] on behalf of the estate, heirs-at-law, and wrongful death beneficiaries of [Susan Smith] for the confidential amounts proposed;

3. That Petitioner [Bob Parker] is authorized to compromise and settle all claims in favor of the minors [Mary Smith] and [Ellen Smith] related to the subject accident and death of their mother, [Susan Smith], for the confidential amounts proposed;

4. That Petitioners are authorized and directed to execute and deliver the Settlement Agreement in the form proposed;

5. That Petitioners are authorized and directed to fully and finally dismiss with prejudice the aforementioned lawsuit, and all claims asserted therein; and

6. That Petitioners are authorized to pay their attorneys a fee in the amount of ________________ and expenses in the amount of ________________.

SO ORDERED AND ADJUDGED this the ____ day of ________, 20______.

____
Chancellor

§ 6-7. Entry of Appearance.

IN THE CHANCERY COURT _______________
COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
__________________, DECEASED NO.__________

ENTRY OF APPEARANCE

COMES NOW _[name and address of party]_, and enters its appearance in this cause.

This the _____ day of _________________, 20______.

____
Name

By: ________________________
Name

____
Title

§ 6-8. Waiver of Process.

IN THE CHANCERY COURT OF _________
COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
_____________, DECEASED CAUSE NO. ________

WAIVER OF PROCESS

The undersigned _________, whose post office address is [address], and whose street address is _____________, does hereby waive the service of summons, Petition to Approve Settlement of Doubtful Claim, Settlement of Minors' Claims, Payment of Attorney Fees and Expenses, and Distribution of Settlement Proceeds and the order approving the petition upon myself in this cause.

In executing this documents I certify that I am not an unmarried minor, am not mentally incompetent, and am not a convict of any felony.

Furthermore, by the filing of this document, __________ enters an appearance in this case just as if it had been served more than thirty days prior to this date, agrees that this action may be heard and disposed of without further notice to it, and joins in this action in the prayer for relief.

This the _____ day of ____________, 20______.

____
Name

____
Title

STATE OF MISSISSIPPI
COUNTY OF ______________

Personally appeared before me, the undersigned authority for the jurisdiction aforesaid, the within named ____________ who acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand this the ______ day of ________________, 20_______.

____
Notary Public

My Commission Expires:

____

§ 6-9. Receipt for Decree Restricting Withdrawal.

IN THE CHANCERY COURT __________
COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE
OF _________, DECEASED NO. ____________

RECEIPT FOR DECREE RESTRICTING WITHDRAWAL

I, ______________________, an officer, director or manager of the [name of bank], a banking corporation located in [city], Mississippi, hereby certify that I have received a certified copy of a decree in the matter styled *In the Matter of the Estate of* __________, *Deceased,* Cause No. ______, pending in the Chancery Court of __________ County, Mississippi, on behalf of said banking corporation, and recognize that the proceeds in the guardianship accounts of [name(s)], minors, may not be withdrawn without further order from the Chancery Court of __________ County, Mississippi.

WITNESS MY SIGNATURE, on this the _____ day of _________, 20_____.

____
Name

____
Title

SUBMITTED BY:

Attorneys for Petitioner as Representative
of Wrongful Death Beneficiaries of

____

____
[Name & Address of Counsel]

§ 6-10. Acknowledgment of Receipt.

IN THE CHANCERY COURT OF __________
COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
_______________ DECEASED NO.___________

ACKNOWLEDGMENT OF RECEIPT

STATE OF MISSISSIPPI
COUNTY OF ____________

PERSONALLY APPEARED BEFORE ME, the undersigned authority at law in and for the State and County aforesaid, the within named __________________, who being by me first duly sworn, states on his/her oath as follows, to-wit:

I, ______________, _____________ of the [name of bank], [city], Mississippi, by and on behalf of said banking institution, do hereby expressly acknowledge the receipt of a certified copy of the Order Approving Settlement of Doubtful Claim, Payment of Attorney Fees and Expenses, and Distribution of Settlement Proceeds, which order approves the claims of [name of minor(s)], dated the _____ day of _____________, _______, a copy of which is attached hereto and incorporated herein as Exhibit "A," along with that certain draft numbered _____________, in the amount of $________, from ______________, payable to the Guardianship accounts of [name of minor(s)], minors, a copy of which is attached hereto and incorporated herein as Exhibit "B".

THIS the ______ day of ________, 20______.

[NAME OF BANK]

BY:___________________________
Trust Officer

SWORN TO AND SUBSCRIBED BEFORE ME, this the _______ day of ____________, 20_______.

____
Notary Public

My Commission Expires:

____

SUBMITTED BY:

Attorneys for Petitioner as Representative
of Wrongful Death Beneficiaries of
_________________, Deceased

____
[Attorney's Name & Address]

ESTATE OF [illegible]
[illegible] DECEASED

PERSONALLY APPEARED BEFORE ME, the undersigned [illegible] in [illegible] State and County aforesaid, [illegible] who being by me [illegible]

[illegible] of the (name of bank) [illegible] for and on behalf of said banking institution, do hereby expressly [illegible] a certified copy of the Order Approving Settlement of Claims, Payment of Attorney Fees and Expenses, and [illegible] which order approves the claims of [illegible] which is attached and incorporated herein as Exhibit "A," along with the [illegible] in the amount of $ [illegible] from [illegible] to the [illegible] attached [illegible] and incorporated herein as Exhibit "B."

SWORN [illegible] day of [illegible] 20

Chapter 7

MISCELLANEOUS LEGAL FORMS

§ 7-1. Limited Power of Attorney.
§ 7-2. General Durable Power of Attorney.
§ 7-3. Mississippi Acknowledgment Form § 89-3-7 (natural persons acting in their own right).
§ 7-4. Mississippi Acknowledgment Form § 89-3-7 (corporations).
§ 7-5. Mississippi Acknowledgment Form § 89-3-7 (a corporate general partner of a limited partnership).
§ 7-6. Mississippi Acknowledgment Form § 89-3-7 (individual signing for the partnership).
§ 7-7. Mississippi Acknowledgment Form § 89-3-7 (a corporate member of a member-managed limited liability company).
§ 7-8. Mississippi Acknowledgment Form § 89-3-7 (a corporate member of a manager-managed limited liability company).
§ 7-9. Mississippi Acknowledgment Form § 89-3-7 (persons acting in representative capacities).
§ 7-10. Mississippi Acknowledgment Form § 89-3-7 (proof of execution of the instrument made by a subscribing witness).

§ 7-1. Limited Power of Attorney.

STATE OF MISSISSIPPI
COUNTY OF ____________

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a limited power of attorney under the laws of the State of Mississippi, that I, ___________, an adult resident citizen of ___________ County, Mississippi, have made, constituted and appointed, and by these presents do make, constitute and appoint ____________________________, as my true and lawful attorney for me, and in my name, place and stead, and for my use and benefit, to sell, mortgage, lease and convey any or all real property owned by me, wherever situated, including that certain real property situated in the County of _________, State of Mississippi and being more particularly described on Exhibit "A" attached hereto and fully incorporated herein; to execute on my behalf any contracts, deeds, or other papers necessary and incident to the sale, mortgage or lease of any real property I own; to bargain, contract and agree for the consideration for which any real property will be sold, mortgaged or leased; to receive on my behalf the consideration for the sale, mortgage or lease of such property; to expend on my behalf whatever sums are necessary to obtain surveys, title examinations, abstracts, title reports and any other necessary work to determine the status of title; to expend on my behalf whatever sums are necessary to institute any necessary heirship proceedings to establish record title in my name; to expend whatever sums are necessary to obtain title insurance if same is required by the proposed purchasers, lessees or mortgagors; to pay on my behalf any attorney's fees necessary and incident to the sale, lease or mortgage of said property, including, but not limited to, the preparation of instruments, examinations of records, title reports, heirship proceedings, and handling the closing of the sale, lease or mortgage of said property.

Every bank and other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company, brokerage company or other person, firm or corporation to which this power of attorney is presented is authorized to receive, honor and give effect to all instruments signed pursuant to the foregoing power and authority without inquiring as to the circumstances of its issuance or the disposition of the property delivered pursuant hereto. All of the powers and authorities herein granted and confirmed shall continue and remain in full force and effect until revoked by me in writing, acknowledged and filed for record in the office of the Chancery Clerk of ____________County, Mississippi.

WITNESS MY SIGNATURE this, the _____ day of _____, 20_____.

____

(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7;
see also infra, §§ 7-3 through 7-10)

Indexing Instruction:

Indicate Lot, Block, Subdivision, City and County (and if applicable, Judicial District) or Section (by Quarter Section), Township, Range and County (and if applicable, Judicial District) — *See* Miss. Code Ann. § 89-5-33.

This Instrument Prepared By and When Recorded, Return to:

____
Name of Attorney

____
Name of Firm, if Applicable

____
Address

____
City, State Zip Code

Telephone No.: _____________

§ 7-2. General Durable Power of Attorney.

STATE OF MISSISSIPPI
COUNTY OF ______________

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a general power of attorney under the laws of the State of Mississippi, that I, ______________ , an adult resident citizen of ________ County, Mississippi, have made, constituted and appointed, and by these presents do make, constitute and appoint ______________________, as my true and lawful attorney for me, and in my name, place and stead, and for my use and benefit, to sell, mortgage, lease and convey any or all real property owned by me, wherever situated, including property in the State of Mississippi; to execute on my behalf any contracts, deeds, or other papers necessary and incident to the sale, mortgage or lease of any property I own; to bargain, contract and agree for the consideration for which any property will be sold, mortgaged or leased; to receive on my behalf the consideration for the sale, mortgage or lease of such property; to expend on my behalf whatever sums are necessary to obtain surveys, title examinations, abstracts, title reports and any other necessary work to determine the status of title; to expend on my behalf whatever sums are necessary to institute any necessary heirship proceedings to establish record title in my name; to expend whatever sums are necessary to obtain title insurance if same is required by the proposed purchasers, lessees or mortgagors; to pay on my behalf any attorney's fees necessary and incident to the sale, lease or mortgage of said property, including, but not limited to, the preparation of instruments, examinations of records, title reports, heirship proceedings, and handling the closing of the sale, lease or mortgage of said property.

IN ADDITION to the other powers granted herein, my attorney-in-fact shall have the power and authority to handle all of my affairs and transactions including all of my affairs and transactions in the State of Mississippi; to receive and account for all monies, checks, drafts or accounts payable to me; to handle my bank accounts; to transact all of my banking business; to sign and endorse all checks, promissory notes, drafts, bills of exchange and other negotiable instruments for payment, collection or deposit; and to deposit the proceeds thereof to my credit; and to draw checks on my bank account or accounts and to deliver the same; to ask, demand, sue for, recover, and receive all manner of goods, chattels, debts, rents, interests, sums of money, and demands whatsoever, due or hereafter to become due and owing, or belonging to me, and to make, give, and execute acquittances, receipts, releases, satisfactions or other discharges for the same; to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments, deeds of trust, mortgages, security agreements, extension agreements, satisfactions, releases, subordination agreements, and any other instrument or agreement of any kind or nature whatsoever, in connection therewith, and affecting any and all property presently mine or in which I have an interest, or which may hereafter be acquired and wherever located, which my said attorney may deem necessary or advantageous for my interests; to enter into and take possession of any lands, realty, tenements, houses, stores, buildings, or parts thereof, belonging to me, that may become vacant or unoccupied, or to the possession of which I may be or may become entitled, and to receive and take for me and in my name and for my use any and all rents, profits, or issues of any real estate belonging to me, and to let the same in such manner as my attorney shall deem necessary and proper, and from time to time to renew leases.

MY ATTORNEY-IN-FACT shall also have the power and authority, in addition to the other powers granted herein, to enter any safety deposit box upon which I am a signatory and to remove documents and other things from such safety deposit box; to sell, assign, transfer, set over, vote, execute proxies and take other actions with respect to capital stock I own in any corporation; to sign for me and in my behalf any and all income tax returns, estimates, applications for extension or other or similar forms and to represent me before the Internal Revenue Service with respect to all matters; to retain and pay attorneys and other counsel and advisors on my behalf to appear for me in all actions and proceedings to which I may be a party in the courts of Mississippi or any other states in the United States or in the United States courts; to commence actions and proceedings in my name if necessary and in my name to compromise, settle, and adjust with each and every person all actions, accounts, dues and demands between me and any person in such manner as my attorney shall deem proper; to sell, buy, transfer and otherwise deal with my stocks, bonds, United States Treasury obligations and all other securities and debt obligations, and to deal with any brokerage or investment account of mine, and to give instructions to any brokerage firm, bank and other entity in which I have a brokerage or investment account regarding such account; to sign and verify in my name all complaints, petitions, answers and other pleadings of every description; to do for me, and on my behalf, any other act or acts of whatever kind and nature as may be necessary or proper in the premises.

IN ADDITION to the other powers granted herein, my attorney in fact shall have the power and authority to make gifts to my spouse (including my attorney herein appointed), to my children and to my grandchildren by transferring to those donees or in trust for their benefit, cash, stocks, bonds, securities, mineral interests, real property, or any other property or interest of mine in property, as and when my attorney may deem proper and in amounts consistent with my current estate, the tax consequences of any gift or failure to make any gift, and the donee's respective needs.

IN ADDITION to the other powers granted herein, my attorney-in-fact shall have the power and authority to make "qualified transfers" to my children and to my grandchildren by transferring to those donees or in trust for their benefit cash or other property to pay tuition to an educational organization or to pay any person who provides medical care with respect to any such individual as defined in Section 2503(e) of the Internal Revenue Code of 1986, or any amendment thereto, it being my intention that such payments or transfers which are "qualified transfers" shall be in addition to gifts that qualify for the annual per donee exclusion provided for under Section 2503(b) of the Internal Revenue Code of 1986, as it may be amended from time to time.

IN ADDITION to the other powers granted herein, I hereby give and grant unto my said attorney the power and authority to disclaim or renounce, in whole or in part, any gift, property or interest (whether present or future) provided for me or my benefit under the will of any person, or under any trust instrument, or in any other manner; provided, however, such disclaimer or renunciation of a gift, property or interest shall be made within the time, and in the manner, prescribed for a valid disclaimer of such gift or interest under Section 2518 of the Internal Revenue Code of 1986, or any amendment thereto.

IN ADDITION to the other powers granted herein, I hereby give and grant unto my said attorney the power and authority to convey and transfer my property, or any property in which I have an interest, real, personal or mixed, to any trust, revocable or irrevocable, created for my benefit or in which I have a beneficial interest, to withdraw property from any such trust in accordance with the terms of the trust agreement, and to take such other actions on my behalf as may be necessary or desirable for my benefit in accordance with the terms of the trust agreement under which any such trust is created. It is my intention to give and grant to my attorney the power to take any action for or on my behalf that I could take as creator, grantor or beneficiary of any trust created for my benefit under which I have a beneficial interest.

I HEREBY GIVE AND GRANT unto my said attorney full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney, or her substitute or substitutes, have done, shall do, or cause to be done lawfully by virtue of these presents.

In the event it shall become necessary to appoint a guardian or conservator of my person or estate, then, in such event, I designate (name of guardian or conservator) as such guardian or conservator of my person or estate, if living and willing to serve, and do hereby waive bond, inventory, appraisal and accounting with respect to said guardian or conservator.

THIS POWER OF ATTORNEY shall not be affected by the subsequent disability or incapacity of the principal, or lapse of time.

In the event that my attorney appointed herein shall die or shall become incapable of serving as my attorney, then, in that event, I appoint _______________, to serve as my successor attorney-in-fact to have all powers granted herein to my original attorney.

I HEREBY REVOKE each and every general power of attorney which I have heretofore executed, but I expressly do not revoke any advance health-care directive which I have heretofore executed that is now in effect.

Every bank and other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company, brokerage company or other person, firm or corporation to which this power of attorney is presented is authorized to receive, honor and give effect to all instruments signed pursuant to the foregoing power and authority without inquiring as to the circumstances of its issuance or the disposition of the property delivered pursuant hereto. All of the powers and authorities herein granted and confirmed shall continue and remain in full force and effect until revoked by me in writing, acknowledged and filed for record in the office of the Chancery Clerk of ___________County, Mississippi.

WITNESS MY SIGNATURE this, the _______ day of _____, 20_____.

____
(Grantor)

(Add Proper Acknowledgment — *See* Miss. Code Ann. § 89-3-7; *see also infra*, §§ 7-3 though 7-10)

§ 7-3. Mississippi Acknowledgment Form § 89-3-7 (natural persons acting in their own right).

STATE OF MISSISSIPPI
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _________ day of _________________, 20_____, within my jurisdiction, the within named ______________________________, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

____
Notary Public

My Commission Expires:

____

(Affix official seal, if applicable)

§ 7-4. Mississippi Acknowledgment Form § 89-3-7 (corporations).

STATE OF MISSISSIPPI
COUNTY OF __________.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of ___________, 20___, within my jurisdiction, the within named _________________________, who acknowledged that (he) (she) is ________________ of ____________________, a __________________ corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

____
Notary Public

My Commission Expires:

____

(Affix official seal, if applicable)

§ 7-5. Mississippi Acknowledgment Form § 89-3-7 (a corporate general partner of a limited partnership).

STATE OF MISSISSIPPI
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of ___________, 20___, within my jurisdiction, the within named ___________________________, who acknowledged to me that (he) (she) is _____________ of __________________, a ___________________ corporation and general partner of __________, a _________ limited partnership, and that for and on behalf of said corporation as general partner of said limited partnership, and as the act and deed of said corporation as general partner of said limited partnership, and as the act and deed of said limited partnership, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited partnership so to do.

____
Notary Public

My Commission Expires:

____

(Affix official seal, if applicable)

§ 7-6. Mississippi Acknowledgment Form General/Limited Partnership (individual signing for the partnership).

STATE OF ____________
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _________ day of ________________, 20___, within my jurisdiction, the within named ______________________________, who acknowledged that __he is a general partner of ______________________________, a ________________ partnership, and that for and on behalf of said partnership, and as its act and deed, __he executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

____
Notary Public

My Commission Expires:

____
(Notary Seal Required)

§ 7-7. Mississippi Acknowledgment Form § 89-3-7 (a corporate member of a member-managed limited liability company).

STATE OF MISSISSIPPI
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _________ day of __________, 20___, within my jurisdiction, the within named ____________________________, who acknowledged that (he) (she) is ________________ of ____________________, a ________________ corporation and member of ________, a _________ member-managed limited liability company, and that for an on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, and as the act and deed of said limited liability company, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

____
Notary Public

My Commission Expires:

____

(Affix official seal, if applicable)

§ 7-8. Mississippi Acknowledgment Form § 89-3-7 (a corporate manager of a manager-managed limited liability company).

STATE OF MISSISSIPPI
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _________ day of __________, 20___, within my jurisdiction, the within named ____________________________, who acknowledged that (he) (she) is ________________ of ____________________, a ________________ corporation and manager of ________, a _________ manager-managed limited liability company, and that for an on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as manager of said limited liability company, and as the act and deed of said limited liability company, (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

____
Notary Public

My Commission Expires:

____

(Affix official seal, if applicable)

§ 7-9. Mississippi Acknowledgment Form § 89-3-7 (persons acting in representative capacities).

STATE OF MISSISSIPPI
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _________ day of __________, 20___, within my jurisdiction, the within named ____________________________, who acknowledged that (he) (she) is ________________ of ____________________, and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

____
Notary Public

My Commission Expires:

____

(Affix official seal, if applicable)

§ 7-10. Mississippi Acknowledgment Form § 89-3-7 (proof of execution of the instrument made by a subscribing witness).

STATE OF MISSISSIPPI
COUNTY OF __________

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _________ day of __________, 20___, within my jurisdiction, _(CD)__, one of the subscribing witnesses to the above and foregoing instrument, who being first duly sworn, states that (he) (she) saw the within (or above) named _(AB)_, whose name is subscribed thereto, sign and deliver the same to _(EF)_ (or that (he) (she) heard _(AB)_ acknowledge that (he) (she) signed and delivered the same to _(EF)__; and that the affiant subscribed (his) (her) name as witness thereto in the presence of _(AB)_.

____
(CD)

____
Notary Public

My Commission Expires:

____

(Affix official seal, if applicable)

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